

This Instrument Prepared by:

Michelle DeRosa, Esq.
Michelle DeRosa, P.A.
6039 Terra Rosa Circle
Boynton Beach, Florida 33472

After Recording This Instrument Should be Returned to:
(enclose self-addressed stamped envelope):

**DECLARATION OF COVENANTS,
RESTRICTIONS
AND EASEMENTS
FOR
THE VILLAGE AT VICTORIA PARK**

156

TABLE OF CONTENTS

ARTICLE I	<u>DEFINITIONS</u>	1
Section 1.	“ADDITIONAL PROPERTY”	1
Section 2.	“AMENDMENT(S)”	2
Section 3.	“ARCHITECTURAL CONTROL COMMITTEE” or “COMMITTEE”	2
Section 4.	“ARTICLES”	2
Section 5.	“ASSESSMENTS”	2
Section 6.	“ASSOCIATION”	2
Section 7.	“ASSOCIATION PROPERTY”	2
Section 8.	“BCEPGMD”	3
Section 9.	“BOARD”	3
Section 10.	“BYLAWS”	3
Section 11.	“CITY”	3
Section 12.	“COMMON STRUCTURAL ELEMENTS”	3
Section 13.	“COMPLETED LOT”	3
Section 14.	“COMPLETED LOT OWNER”	3
Section 15.	“COUNTY”	3
Section 16.	“DECLARANT”	3
Section 17.	“DECLARATION”	4
Section 18.	“DIRECTOR”	4
Section 19.	“DOMINANT LOT”	4
Section 20.	“DRAINAGE PERMIT”	4
Section 21.	“DRAINAGE SYSTEM”	4
Section 22.	“HOME”	4
Section 23.	“IMPROVEMENT”	4
Section 24.	“INCOMPLETE LOT”	5
Section 25.	“INCOMPLETE LOT OWNER”	5
Section 26.	“INSTITUTIONAL MORTGAGE”	5
Section 27.	“INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER”	5
Section 28.	“INTEREST”	5
Section 29.	“IRRIGATION SYSTEM”	5
Section 30.	“LEGAL FEES”	5
Section 31.	“LOT”	6
Section 32.	“MAINTENANCE DECLARATION”	6
Section 33.	“MEMBERS”	6
Section 34.	“NOTICE AND HEARING”	6
Section 35.	“OPERATING EXPENSES”	6
Section 36.	“OWNER”	7
Section 37.	“PLAT”	7
Section 38.	“PRIVATE ROADWAY(S)”	7
Section 39.	“PROPERTY”	7
Section 40.	“RULES AND REGULATION”	7
Section 41.	“SANITARY SEWER SYSTEM”	7
Section 42.	“SERVIENT LOT”	8
Section 43.	“SIDEWALKS”	8

Section 44.	“SINGLE FAMILY HOME”	8
Section 45.	“SINGLE FAMILY LOT”	8
Section 46.	“SINGLE FAMILY OWNER”	8
Section 47.	“SITE PLAN”	8
Section 48.	“SUPPLEMENTAL DECLARATION”	8
Section 49.	“TOWNHOME”	8
Section 50.	“TOWNHOME ASSESSMENTS”	9
Section 51.	“TOWNHOME EXPENSES”	9
Section 52.	“TOWNHOME LOT”	9
Section 53.	“TOWNHOME OWNER”	9
Section 54.	“TOWNHOME SPECIAL ASSESSMENT”	9
Section 55.	“TURNOVER DATE”	9
Section 56.	“THE VILLAGE AT VICTORIA PARK”	9
Section 57.	“THE VILLAGE AT VICTORIA PARK DOCUMENTS”	10
ARTICLE II	<u>DESCRIPTION OF THE VILLAGE AT VICTORIA PARK</u>	10
Section 1.	<u>GENERAL PLAN OF DEVELOPMENT</u>	10
Section 2.	<u>ASSOCIATION PROPERTY</u>	11
Section 3.	<u>COSTS</u>	14
Section 4.	<u>PRIVATE USE</u>	14
Section 5.	<u>PRIVACY WALLS AND FENCES</u>	15
Section 6.	<u>MONUMENT WALLS AND SIGNS</u>	16
Section 7.	<u>MODEL HOMES</u>	16
ARTICLE III	<u>ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF ASSOCIATION PROPERTY</u>	16
Section 1.	<u>ADDITIONS</u>	16
Section 2.	<u>DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY</u>	17
Section 3.	<u>DISCLAIMER OF IMPLICATION</u>	17
Section 4.	<u>ABSENCE OF OBLIGATION</u>	17
Section 5.	<u>WITHDRAWAL</u>	17
Section 6.	<u>TITLE TO THE ASSOCIATION PROPERTY</u>	18
Section 7.	<u>PARKING RIGHTS</u>	20
ARTICLE IV	<u>OWNERS’ PROPERTY RIGHTS</u>	20
Section 1.	<u>OWNERS’ EASEMENTS OF ENJOYMENT</u>	20
Section 2.	<u>DELEGATION OF USE</u>	23
Section 3.	<u>RECOGNITION OF EASEMENTS</u>	23
Section 4.	<u>EASEMENTS FOR VEHICULAR TRAFFIC</u>	23
Section 5.	<u>ACCESS EASEMENT</u>	23
Section 6.	<u>GRANT AND RESERVATION OF EASEMENTS</u>	23
Section 7.	<u>ASSIGNMENTS; ADDITIONAL EASEMENTS</u>	29

ARTICLE V	<u>MEMBERSHIP; VOTING RIGHTS IN THE ASSOCIATION; DURATION OF THE ASSOCIATION</u>	30
Section 1.	<u>FUNCTION OF ASSOCIATION</u>	30
Section 2.	<u>MEMBERSHIP</u>	30
Section 3.	<u>BOARD</u>	30
Section 4.	<u>DURATION OF ASSOCIATION</u>	30
ARTICLE VI	<u>COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES</u>	31
Section 1.	<u>AFFIRMATIVE COVENANT TO PAY ASSESSMENTS</u>	31
Section 2.	<u>OPERATING EXPENSES AND TOWNHOME EXPENSES</u>	31
Section 3.	<u>ESTABLISHMENT OF LIENS</u>	33
Section 4.	<u>COLLECTION OF ASSESSMENTS</u>	33
Section 5.	<u>COLLECTION BY DECLARANT</u>	34
Section 6.	<u>COMMUNITY SYSTEMS SERVICES</u>	34
Section 7.	<u>RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEE TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT</u>	35
ARTICLE VII	<u>METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS</u>	35
Section 1.	<u>DETERMINING AMOUNT OF ASSESSMENTS</u>	35
Section 2.	<u>ASSESSMENT PAYMENTS</u>	37
Section 3.	<u>SPECIAL ASSESSMENTS/TOWNHOME SPECIAL ASSESSMENTS</u>	37
Section 4.	<u>LIABILITY OF OWNERS FOR ASSESSMENTS</u>	38
Section 5.	<u>ASSESSMENTS PAYABLE BY DECLARANT/DECLARANT SUBSIDIES</u>	39
Section 6.	<u>GUARANTEED ASSESSMENT DURING GUARANTEE PERIOD</u>	39
Section 7.	<u>DECLARANT'S GUARANTEED ASSESSMENT NOT THE OBLIGATION OF INSTITUTIONAL MORTGAGEES</u>	41
Section 8.	<u>WORKING FUND CONTRIBUTION</u>	42
Section 9.	<u>WAIVER OF USE</u>	43
ARTICLE VIII	<u>ARCHITECTURAL CONTROL COMMITTEE</u>	44
Section 1.	<u>MEMBERS OF THE COMMITTEE</u>	44
Section 2.	<u>REVIEW OF PROPOSED CONSTRUCTION</u>	44
Section 3.	<u>SECURITY DEPOSITS FOR IMPROVEMENTS; INDEMNIFICATION</u>	45
Section 4.	<u>MEETINGS OF THE COMMITTEE</u>	47
Section 5.	<u>NO WAIVER OF FUTURE APPROVALS</u>	47
Section 6.	<u>COMPENSATION OF MEMBERS</u>	47
Section 7.	<u>INSPECTION OF WORK</u>	47

Section 8.	<u>NON-LIABILITY OF COMMITTEE MEMBERS</u>	48
Section 9.	<u>VARIANCE</u>	48
Section 10.	<u>DECLARANT EXEMPTION</u>	49
ARTICLE IX	<u>MAINTENANCE AND REPAIR OBLIGATIONS</u>	49
Section 1.	<u>BY THE ASSOCIATION</u>	49
Section 2.	<u>MAINTENANCE OF TOWNHOMES</u>	53
Section 3.	<u>MAINTENANCE BY THE OWNERS (Single Family)</u>	56
Section 4.	<u>DAMAGE TO BUILDINGS</u>	58
ARTICLE X	<u>USE RESTRICTIONS</u>	59
Section 1.	<u>ENFORCEMENT</u>	59
Section 2.	<u>OCCUPANCY OF HOME</u>	60
Section 3.	<u>NUISANCES</u>	60
Section 4.	<u>PARKING AND VEHICULAR RESTRICTIONS</u>	61
Section 5.	<u>NO IMPROPER USE</u>	61
Section 6.	<u>LEASES</u>	61
Section 7.	<u>ANIMALS AND PETS</u>	63
Section 8.	<u>ADDITIONS AND ALTERATIONS</u>	63
Section 9.	<u>INCREASE IN INSURANCE RATES</u>	64
Section 10.	<u>SLOPES AND TREES</u>	64
Section 11.	<u>SIGNS</u>	64
Section 12.	<u>TRASH AND OTHER MATERIALS</u>	64
Section 13.	<u>TEMPORARY STRUCTURES</u>	65
Section 14.	<u>OIL AND MINING OPERATIONS</u>	65
Section 15.	<u>SEWAGE DISPOSAL</u>	65
Section 16.	<u>WATER SUPPLY</u>	65
Section 17.	<u>FENCES</u>	65
Section 18.	<u>ANTENNAE</u>	65
Section 19.	<u>IMPROPER USE OF ASSOCIATION RECORDS, DIRECTORIES AND COMMUNICATIONS</u>	66
Section 20.	<u>DECLARANT EXEMPTION</u>	66
ARTICLE XI	<u>DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY AND/OR COMMON STRUCTURAL ELEMENTS</u>	67
Section 1.	<u>DAMAGE TO OR DESTRUCTION OF ALL OR ANY PORTION OF THE ASSOCIATION PROPERTY</u>	67
Section 2.	<u>DAMAGE TO OR DESTRUCTION OF ALL OR ANY PORTION OF THE COMMON STRUCTURAL ELEMENTS</u>	68
ARTICLE XII	<u>INSURANCE AND CONDEMNATION</u>	69
Section 1.	<u>CASUALTY INSURANCE</u>	69
Section 2.	<u>PUBLIC LIABILITY INSURANCE</u>	69
Section 3.	<u>FIDELITY COVERAGE</u>	70
Section 4.	<u>DIRECTORS' COVERAGE</u>	70

Section 5.	<u>OTHER INSURANCE</u>	70
Section 6.	<u>CANCELLATION OR MODIFICATION</u>	70
Section 7.	<u>FLOOD INSURANCE</u>	70
Section 8.	<u>CONDEMNATION</u>	70
Section 9.	<u>WAIVER OF SUBROGATION</u>	71
Section 10.	<u>INSURANCE ON TOWNHOME LOTS; CASUALTY LOSSES</u>	71
ARTICLE XIII	<u>GENERAL PROVISIONS</u>	71
Section 1.	<u>CONFLICT WITH OTHER VILLAGE AT VICTORIA PARK DOCUMENTS</u>	71
Section 2.	<u>NOTICES</u>	71
Section 3.	<u>ENFORCEMENT</u>	71
Section 4.	<u>INTERPRETATION</u>	72
Section 5.	<u>SEVERABILITY</u>	72
Section 6.	<u>CERTAIN RIGHTS OF DECLARANT</u>	72
Section 7.	<u>DISPUTES AS TO USE</u>	76
Section 8.	<u>AMENDMENT AND MODIFICATION</u>	76
Section 9.	<u>DELEGATION</u>	77
Section 10.	<u>TERM</u>	77
Section 11.	<u>RIGHTS OF MORTGAGEES</u>	78
Section 12.	<u>APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS</u>	78
Section 13.	<u>COMPLIANCE WITH PROVISIONS</u>	79
Section 14.	<u>SECURITY</u>	79
Section 15.	<u>COVENANT RUNNING WITH THE LAND</u>	81
Section 16.	<u>NO PUBLIC RIGHT OR DEDICATION</u>	81
Section 17.	<u>NO REPRESENTATIONS OR WARRANTIES</u>	81
Section 18.	<u>ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT</u>	81
Section 19.	<u>DECLARANT'S RESERVATION RIGHTS</u>	82
Section 20.	<u>ADDITIONAL DISCLOSURES</u>	83
ARTICLE XIV	<u>TOWNHOME PROVISIONS</u>	83
Section 1.	<u>GENERAL</u>	83
Section 2.	<u>COMMON STRUCTURAL ELEMENTS</u>	83
Section 3.	<u>EASEMENTS AND COVENANTS RELATING TO TOWNHOMES</u> ..	84

Exhibits

Exhibit "A".....	The Property
Exhibit "B"	The Association Property
Exhibit "C".....	The Articles of Incorporation
Exhibit "D".....	The Bylaws
Exhibit "E"	The Drainage Permit
Exhibit "F"	The Drainage Easement Area
Exhibit "G".....	The City Utility Easement Area

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE VILLAGE AT VICTORIA PARK**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE VILLAGE AT VICTORIA PARK ("Declaration") is made as of the 10th day of March, 2016 by NEW URBAN/BBX DEVELOPMENT, LLC, a Florida limited liability company, its successors and assigns ("Declarant"), and is joined in by THE VILLAGE AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Declarant desires to develop a planned community to be known as "The Village at Victoria Park" (as hereinafter defined) on certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, in order to develop and maintain The Village at Victoria Park as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 2. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Restrictions and Easements for The Village at Victoria Park" and each of which shall be properly adopted pursuant to the terms of The Village at Victoria Park Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 3. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 4. "ARTICLES" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida on November 6, 2015, a true copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 5. "ASSESSMENTS" shall mean assessments for which all or a portion of the Owners are obligated to pay to the Association and includes, if applicable, "Individual Lot Assessments", "Special Service Assessments", "Special Assessments", "Townhome Assessments" and "Townhome Special Assessments" (as such terms are defined herein) and any and all other assessments and monetary fines and charges which are or may be levied by the Association in accordance with The Village at Victoria Park Documents. Townhome Assessments and Townhome Special Assessments shall only be the obligation of Townhome Owners, if any, as more particularly set forth herein.

Section 6. "ASSOCIATION" shall mean and refer to THE VILLAGE AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of The Village at Victoria Park as provided in this Declaration.

Section 7. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are: (i) not included in any Lot, except those areas dedicated to the public, if any, and which are or shall be owned or maintained by the Association; or (ii) included as part of a Lot, but designated by this Declaration or any Supplemental Declaration to be Association Property, for the common use and enjoyment of the Owners within The Village at Victoria Park; together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following if and to the extent located thereon: all structures, open spaces, the Private Roadways (as hereinafter defined), Sidewalks (as defined herein), the Drainage System (as hereinafter defined), the Irrigation System (as hereinafter defined), Decorative Street Lights (as hereinafter defined), perimeter fences and walls, entry or other lighting, entrance features,

monument walls, monument signs, site walls, retaining walls, fountains, but specifically excluding any public utility installations thereon and any other property of Declarant not intended to be made Association Property. "Association Property" shall also include such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

The Association Property is for the common use and enjoyment of the Owners subject to the rights hereunder of Declarant and others. Declarant hereby declares the real property and/or improvements described in Exhibit "B" hereto to be the Association Property.

Section 8. "BCEPGMD" shall mean and refer to the Broward County Environmental Protection and Growth Management Department, under its delegated authority from South Florida Water Management District, a regional district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of BCEPGMD.

Section 9. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 10. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 11. "CITY" shall mean and refer to the City of Fort Lauderdale, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

Section 12. "COMMON STRUCTURAL ELEMENTS" shall have the same meaning as set forth in Article XIV, Section 2 hereof.

Section 13. "COMPLETED LOT" shall mean a Lot on which the construction of a Home has been completed, for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to such Lot has been conveyed by Declarant.

Section 14. "COMPLETED LOT OWNER" shall mean the Owner of a Completed Lot.

Section 15. "COUNTY" shall mean Broward County, Florida.

Section 16. "DECLARANT" shall mean and refer to New Urban/BBX Development, LLC, a Florida limited liability company, and any successor or assign thereof to which New Urban/BBX Development, LLC, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any

default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under The Village at Victoria Park Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant. Whether or not specifically stated, a predecessor Declarant shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

Section 17. “DECLARATION” shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendment(s) hereto, which may be recorded amongst the Public Records.

Section 18. “DIRECTOR” shall mean a member of the Board.

Section 19. “DOMINANT LOT” shall mean a Lot to which an easement over a Servient Lot created by Article IV of this Declaration is appurtenant (i.e., a Lot owned by an Owner entitled to access such Owner’s Lot over certain portions of an adjoining Lot). A Lot may be both a Dominant Lot and a Servient Lot as to different easements created by Article IV hereof, but not as to the same easement.

Section 20. “DRAINAGE PERMIT” shall mean that certain surface water management license issued for The Village at Victoria Park by the BCEPGMD under License Number SWM2014-038-0, as same may be amended and/or supplemented from time to time. A copy of the Drainage Permit is attached hereto as Exhibit “E” and is incorporated herein by this reference.

Section 21. “DRAINAGE SYSTEM” shall mean a system of structures and other improvements, including, without limitation, control structures, culverts, headwalls and/or swales, which is designed, constructed and/or installed to, among other things, collect and convey surface water and storm water runoff from The Village at Victoria Park to the water management system within the Property or adjacent to the Property. The Drainage System is located upon and designed to serve the Property and portions of certain off-site road rights-of-way, if any, as further described in Article II, Section 2(7) below. Except as set forth in this Declaration, the Drainage System is a private drainage system and will be ultimately owned and operated by the Association.

Section 22. “HOME” shall mean a residential dwelling unit constructed within The Village at Victoria Park, which is designed and intended for use and occupancy as a single-family residence. The term Home, as used herein, shall be deemed to include a Single Family Home and a Townhome (as both terms are defined herein). Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and The Village at Victoria Park Documents.

Section 23. “IMPROVEMENT” shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within The Village at Victoria Park,

including, but not limited to, buildings, walkways, recreation amenities and facilities, parking areas, berms, fountains, sprinkler systems, streets, roadways, drives, driveways, fences, retaining walls, underground footers and other foundation supports, landscaping, trees, hedges, plantings, poles, swimming pools, covered patios, screen enclosures, site and perimeter walls, monument walls, monuments signs, gazebos, benches, mailboxes and Decorative Street Lights.

Section 24. "INCOMPLETE LOT" shall mean a Lot which is not a Completed Lot.

Section 25. "INCOMPLETE LOT OWNER" shall mean the Owner of an Incomplete Lot.

Section 26. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within The Village at Victoria Park.

Section 27. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within The Village at Victoria Park, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns. Seacoast National Bank, a National Banking Association ("Seacoast National Bank") and BBX Capital Asset Management, LLC ("BBX Capital") are each hereby specifically declared to be an Institutional Mortgagee since each has loaned money to Declarant, which loan is secured by a mortgage on the Property.

Section 28. "INTEREST" shall mean the maximum nonusurious interest rate allowable by law, as amended from time to time, on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 29. "IRRIGATION SYSTEM" shall mean one or more central irrigation systems for the Association Property and/or any or all of the Lots within The Village at Victoria Park, as further described in Article II, Section 2(8) below.

Section 30. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services and all costs and court costs through and including all trial and appellate levels and post judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation,

arbitration and/or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens. Legal fees shall also include pre-litigation attorneys' fees and costs incurred by the Association in enforcing The Village at Victoria Park Documents.

Section 31. "LOT" shall mean and refer to any parcel of land within The Village at Victoria Park as shown on the Site Plan, any Plat, or as shown on any plat waiver or recorded survey filed with the County, upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within The Village at Victoria Park that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration. The term Lot as used herein shall be deemed to include a Single Family Lot and a Townhome Lot (as both terms are defined herein). For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and The Village at Victoria Park Documents notwithstanding that the mailing address thereof and other documents related to the Village at Victoria Park may refer to such Lot and Improvement collectively as a "Unit".

Section 32. "MAINTENANCE DECLARATION" shall mean and refer to that certain Declaration Regarding Maintenance Obligations entered into by Declarant in favor of the City, being duly recorded in the Public Records of the County, as assigned to the Association by Assignment of Declaration Regarding Maintenance Obligations being duly recorded in the Public Records of the County, and all additional assignments or amendments thereto, whereby the Association is obligated to maintain the "Special Area Improvements" located within the "Special Improvement Areas" as each term is defined therein.

Section 33. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein and in the Bylaws. Initially, there shall be three (3) membership classes; Class "A", Class "B" and Class "C". There shall only be two (2) membership classes, however (Class "A" and Class "C"), if Declarant elects not to construct Townhomes within the Property.

Section 34. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X herein. In that regard, Owner shall have the right, but not the obligation, to have legal counsel of Owner's choice present at such hearing at Owner's expense.

Section 35. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Village at Victoria Park Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association and any other property

located within or adjacent to the Property which the Association is obligated to maintain in accordance with this Declaration or other separate agreement entered into by Declarant and/or the Association, (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Village at Victoria Park Documents, and (c) such other costs and expenses deemed to be an Operating Expense under this Declaration or other Village at Victoria Park Documents. Operating Expenses also include the costs and expenses incurred by the Association in administering, operating, maintaining, financing, insuring or repairing the Common Structural Elements (as hereinafter defined) and the portions of the Townhome Lots (as hereinafter defined) for which the Association has maintenance responsibility pursuant to this Declaration; provided, however those portions of the Operating Expenses attributable to and for the benefit of the Common Structural Elements on the Townhome Lots shall be deemed Townhome Expenses (as herein after defined) and shall be payable only by Townhome Owners as a Townhome Assessment.

Section 36. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within The Village at Victoria Park, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 37. "PLAT" shall mean any plat of the Property, or any portion thereof, or any additional or replat of the Property, if any, recorded or to be recorded in the Public Records of the County subsequent to the date hereof.

Section 38. "PRIVATE ROADWAY(S)" shall have the same meaning as set forth in Article II, Section 2 (2) below.

Section 39. "PROPERTY" shall initially mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, as may be amended from time to time pursuant to this Declaration and thereafter, as applicable, to such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 40. "RULES AND REGULATIONS" shall mean the duly adopted rules and regulations of the Association, as the same may be amended from time to time.

Section 41. "SANITARY SEWER SYSTEM" shall mean a system of structures and other improvements, including, without limitation, sewer pipes, manholes, cleanouts and sewer laterals, which is designed, constructed and/or installed to convey wastewater from the Lots to the City of Fort Lauderdale's sanitary sewer system. The Sanitary Sewer System is located upon and designed to serve the Property. Except as set forth in this Declaration, the Sanitary Sewer System is a private sewer system.

Section 42. "SERVIENT LOT" shall mean a Lot within The Village at Victoria Park over which an easement is created by Article IV of this Declaration in favor of a Dominant Lot (i.e., a Lot over certain portions of which the Owner of an adjoining Lot has a right of access). A Lot may be both a Servient Lot and a Dominant Lot as to different easements created by Article IV hereof, but not as to the same easement.

Section 43. "SIDEWALKS" shall have the same meaning as set forth in Article II, Section 2(3) below.

Section 44. "SINGLE FAMILY HOME" shall mean and refer to a single family detached residence constructed or to be constructed within The Village at Victoria Park, which is designed and intended for use and occupancy as a single-family residence. Whenever the term Single Family Home is used in this Declaration, it shall also mean and refer to Single Family Lot, as applicable.

Section 45. "SINGLE FAMILY LOT" shall mean and refer to Lot upon which a Single Family Home has or is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of the Single Family Home on a Single Family Lot, such Single Family Lot and the Improvements thereon shall collectively be considered to be a Single Family Lot for purposes of this Declaration and the other Village at Victoria Park Documents.

Section 46. "SINGLE FAMILY OWNER" shall mean and refer to the Owner of a Single Family Home or Single Family Lot within The Village at Victoria Park.

Section 47. "SITE PLAN" shall mean and refer to that certain Site Plan for The Village at Victoria Park dated July 13, 2013, prepared by REG Architects and approved the City of Fort Lauderdale as Case #57R13 on September 18, 2013 and later amended on June 9, 2015, as same may be further amended from time to time.

Section 48. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, (provided Declarant is the owner thereof) to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Association Property hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 49. "TOWNHOME" shall mean and refer to an attached townhome unit contained within a building comprising one or more Townhomes constructed or to be constructed within

The Village at Victoria Park, which is designed and intended for use and occupancy as a single-family residence. Whenever the term Townhome is used in this Declaration, it shall also mean Townhome Lot, as applicable.

Section 50. "TOWNHOME ASSESSMENTS" shall mean those Assessments levied against the Townhome Owners and the Townhome Lots to fund Townhome Expenses. Townhome Assessments payable by Townhome Owners are in addition to Individual Lot Assessments for general Operating Expenses and Special Service Assessments for which all Owners are liable to the Association.

Section 51. "TOWNHOME EXPENSES" shall mean those Operating Expenses incurred by the Association attributed to and for the sole benefit of the Townhome Lots and Townhomes, all as may be specifically authorized from time to time by the Board, and such other expenses as are deemed Townhome Expenses as set forth in this Declaration. Townhome Expenses are the obligation of and shall be payable only by Townhome Owners, if any.

Section 52. "TOWNHOME LOT" shall mean any parcel of land within The Village at Victoria Park, as shown on the Site Plan, Plat, if any, upon which a Townhome has or is permitted to be constructed, together with the Improvements thereon, and any other portion of the Property within The Village at Victoria Park that is declared to be a Townhome Lot by a Supplemental Declaration. Upon completion of construction of the Townhome on a Townhome Lot, such Townhome Lot and the Improvements thereon shall collectively be considered to be a Townhome for purposes of this Declaration and The Village at Victoria Park Documents. Declarant reserves the right to modify the number and designation of Townhome Lots within or upon the Property in its sole and absolute discretion.

Section 53. "TOWNHOME OWNER" shall mean the Owner of a Townhome or Townhome Lot within The Village at Victoria Park.

Section 54. "TOWNHOME SPECIAL ASSESSMENT" shall mean assessments levied against the Townhomes in accordance with this Declaration representing their proportionate share of the costs incurred by the Association for any extraordinary expenses of the Association relating solely to the Townhomes, including, but not limited to, amounts necessary to pay shortages in Townhome Expenses, unbudgeted expenses and/or expenses in excess of those budgeted for. Townhome Owners shall be subject to both Special Assessments and Townhome Special Assessments. However, only Townhome Owners shall be obligated to pay Townhome Special Assessments.

Section 55. "TURNOVER DATE" shall mean the date upon which "Class A Members" and Class "B" Members (as defined in the Articles), if any, shall assume control of the Association and elect a majority of the Board, as more particularly described in the Articles.

Section 56. "THE VILLAGE AT VICTORIA PARK" shall mean that planned development located in the City, which encompasses the Property, and is presently intended to consist of Lots and Association Property. It is presently anticipated that The Village at Victoria Park will

contain single family detached homes, but it may also contain townhomes. The Village at Victoria Park will initially consist of the land set forth in Exhibit "A" attached hereto and made a part hereof, and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 57. "THE VILLAGE AT VICTORIA PARK DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Site Plan, the Plat, if any, the Rules and Regulations, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be amended and/or supplemented from time to time.

ARTICLE II

DESCRIPTION OF THE VILLAGE AT VICTORIA PARK

Section 1. **GENERAL PLAN OF DEVELOPMENT.** The Village at Victoria Park comprises the Property encompassing, or which will encompass, Lots and Association Property, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto. It is presently anticipated that The Village at Victoria Park will consist of detached "zero-lot line" single family homes or a combination of detached "zero-lot line" single family and attached townhomes (defined herein as Single Family Homes and Townhomes, respectively). Notwithstanding the foregoing, however, Declarant hereby reserves the right to modify its plan of development of The Village at Victoria Park (including, without limitation, the right to modify the Site Plan and the right to supplement, change or reduce any shared-use facilities and/or amenities, if any, Home product types, and number of Homes to be constructed within The Village at Victoria Park), and/or the right to add land to The Village at Victoria Park or to withdraw land from The Village at Victoria Park all in Declarant's sole and absolute discretion. Therefore, in the event Declarant modifies its plan of development of The Village at Victoria Park, adds land to The Village at Victoria Park and/or withdraws land from The Village at Victoria Park, the number of Lots, the layout of Lots and/or the size of Lots within The Village at Victoria Park may change, and as a result of any change in the number of Lots, the Assessments required to be paid pursuant to this Declaration may increase or decrease as applicable. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of The Village at Victoria Park may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to The Village at Victoria Park, as well as any changes thereto.

Additional Property will become a part of The Village at Victoria Park if, and only if, Declarant in its sole discretion adds Additional Property to The Village at Victoria Park by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the

benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly has and reserves the right as to the Property to: (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation, any shared-use facilities and/or amenities as and if Declarant elects to construct or install same) upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the Site Plan, the right to change the recreational facilities and amenities and the right to change the Home product types and number of Homes to be constructed within The Village at Victoria Park) in such manner as Declarant, in its sole and absolute discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct The Village at Victoria Park according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Section 2. ASSOCIATION PROPERTY. The Association Property shall consist of: (a) the property indicated on the Site Plan as Association Property or any property reserved for or dedicated to the Association, and (b) any other property designated as Association Property in this Declaration or any Supplemental Declaration. With the exception of the Private Roadway(s) and Sidewalk(s) (as hereinafter defined), the Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with The Village at Victoria Park Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

The portions of The Village at Victoria Park described in this Section 2 and/or in Exhibit "B" which is attached hereto, shall constitute Association Property and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Association Property including, without limitation, the following:

(1) Shared-Use Facilities/Amenities. Declarant has constructed and/or installed, or hereafter intends to construct and/or install certain shared-use facilities, amenities and/or improvements upon a portion or portions of the Association Property (hereinafter the "Amenities"). Such Amenities constructed and/or installed by Declarant within the Association Property shall be used for recreational purposes by the Association, and the shared use of all Owners and their family members, guests, invitees and tenants. Any Amenities constructed and/or installed from time to time by Declarant, together with the Association Property upon which they are located, shall be kept and maintained for use in a manner consistent with the nature of such amenities. The Amenities shall always be kept and maintained by the Association for recreational uses and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Amenities shall be maintained, administered, operated and ultimately owned by the Association.

Declarant reserves and at all times shall have the right, but shall not be obligated, to modify or reduce the Amenities planned for the community and to determine the timing of construction

and/or installation of the Amenities. The decision as to whether to construct additional facilities or amenities, to modify the planned facilities or amenities, to reduce the planned facilities or amenities, and/or the timing of the construction thereof shall be in the sole discretion of Declarant. Notwithstanding anything contained herein, neither Declarant nor the Association makes any representations whatsoever to commence, complete, install and/or construct any of the facilities or amenities within any specific time period.

(2) Private Roadways. The "Private Roadways" are those portions of the Property (including, without limitation, a Lot): (i) designated in this Declaration or any Supplemental Declaration, as a private roadway, street, alley or road, or (ii) subject to a separate recorded easement for ingress, egress and access thereover in favor of Declarant, Association, Owners, their family members, guests, invitees and tenants. Private Roadways specifically exclude any street or roadway located within the Property which is dedicated to the public. Although the Private Roadways are deemed to be part of the Association Property, a portion of the Private Roadways are actually part of a Lot and will be owned in fee simple by the Owner of such Lot, subject to easement rights thereover. The Private Roadways shall be used as private roads by Declarant, the Association and the Owners, their family members, guests, invitees and tenants in accordance with the provisions of this Declaration, but subject to non-exclusive easement rights for public and private utilities created herein or in a separate instrument. Notwithstanding that portions of the Private Roadways are part of the Lots and owned by the Owners of the affected Lot, the Private Roadways shall be maintained, repaired, replaced, administered and operated by the Association and all costs of maintenance, repair and replacement of the Private Roadways shall be part of the Operating Expenses of the Association. The portion of the Property described in **Exhibit B-1** attached hereto is initially deemed to be the Private Roadways within the Property. Declarant hereby reserves the right to modify, add to, withdraw from or alter the Private Roadways, at any time and from time to time, in its sole and absolute discretion.

(3) Sidewalks. The "Sidewalks" are those portions of the Property (including, without limitation, a Lot): (i) designated in this Declaration or any Supplemental Declaration, as a sidewalk or walkway, or (ii) subject to a separate recorded easement for ingress, egress and access thereover in favor of Declarant, the City, the County, Association, Owners, their family members, guests, invitees and tenants and/or the public. Although the Sidewalks are deemed to be part of the Association Property, all or portions of the Sidewalks may be actually located upon portions of Lots and will be owned in fee simple by the Owner of such Lot, subject to easement rights thereover. The Sidewalks shall be used as sidewalks by Declarant, the City, the County, the Association and the Owners, their family members, guests, invitees and tenants and the public in accordance with the provisions of this Declaration, but subject to non-exclusive easement rights for public and private pedestrian ingress and egress rights created herein or in a separate instrument. Notwithstanding that portions of the Sidewalks are part of the Lots and owned by the Owners of the affected Lot, the Sidewalks shall be maintained, repaired, replaced, administered and operated by the Association and all costs of maintenance, repair and replacement of the Sidewalks shall be part of the Operating Expenses of the Association. The portion of the Property described in **Exhibit B-2** attached hereto are initially deemed to be the

Sidewalks within the Property. Declarant hereby reserves the right to modify, add to, withdraw from or alter the Sidewalks, at any time and from time to time, in its sole and absolute discretion.

(4) Landscaped Areas or Grassed Areas. The “Landscaped Areas” and “Grassed Areas” if any, are those portions of the Property designated in this Declaration or on the Site Plan as open space, and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within The Village at Victoria Park, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. No Improvement, landscaping or other additions or deletions are permitted to be made or installed by any Owner in a Landscaped Area or Grassed Area. The Landscaped Areas and Grassed Areas shall be administered, operated and maintained by the Association as set forth herein in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies.

(5) Decorative Street Lights. Declarant reserves the right, but shall not be obligated, to install “Decorative Street Lights” within portions of the Property. The Decorative Street Lights, if installed by the Declarant, shall be repaired, replaced, relocated, maintained and owned by the Association. In addition, the Association shall be responsible for the cost of furnishing of electricity thereto. If installed, such Decorative Street Lights may not be typical of what may be installed within the public road right-of-ways located adjacent to the Property.

(6) Entranceways and Entry Gates. The Village at Victoria Park may include entranceways and entry gates installed by Declarant and/or the Association. Such entranceways and/or entry gates, if installed by Declarant and/or the Association, shall be deemed Association Property and shall be administered, maintained, operated, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property or the effectiveness of the entry gates. All Owners agree to hold Declarant and the Association harmless from any loss, claim and/or liability, including, without limitation, personal injury and/or death, arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the entry gates are designed only to restrict vehicular access to The Village at Victoria Park and will not be able to prevent pedestrian access or crime. Notwithstanding anything herein to the contrary, neither Declarant nor the Association makes any representations whatsoever to commence, complete, construct any entry gates within any specific time period, if at all.

(7) Drainage System. The Drainage System within The Village at Victoria Park is a private drainage system and will ultimately be owned and operated by the Association. The Drainage System may also be designed to serve and provide legal positive outfall for rain water runoff from certain portions of public right-of-ways located adjacent to The Village at Victoria Park. Except as otherwise provided herein, the Association shall be responsible to maintain and operate the Drainage System in accordance with the Drainage Permit and any general and specific conditions set forth therein. The Association shall also be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Drainage System located within the Property, as may be necessary to maintain the system in its original condition and use. Neither BCEPGMD, nor the City or County, shall be obligated to pay

or reimburse the Association for any of the costs or expenses associated with the operation, maintenance and repair of the Drainage System. All such costs of cleaning, maintenance, repair and replacement of the Drainage System shall be part of the Operating Expense of the Association. The Association shall, when requested by Declarant, accept transfer of the Drainage Permit(s) applicable to the Property

(8) Irrigation System(s). Declarant shall have the right, but not the obligation, to install one or more central Irrigation System(s) serving the Association Property, any or all of the Lots within The Village at Victoria Park and/or any island and/or median located within the those public road right-of-ways located adjacent to the Property. In the event Declarant installs one or more central Irrigation System(s) for the Association Property and/or any of the Lots within The Village at Victoria Park, the responsibility for operating, maintaining, repairing and replacing such system(s) shall be governed by the provisions of Article IX below. All Owners must notify the Association prior to commencing any construction, landscaping, or other work in or upon such Owner's Lot which may cause damage to the Irrigation System(s). All Owners hereby agree to indemnify and reimburse the Association for all reasonable costs and expenses incurred by the Association in repairing any damage caused by an owner to the Irrigation System(s).

(9) Sanitary Sewer System. Except as provided in this Declaration, the Sanitary Sewer System within The Village at Victoria Park is a private sewer system. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Sanitary Sewer System necessary to maintain the system in its original condition and use. All such costs of cleaning, maintenance, repair and replacement of the Sanitary Sewer System shall be part of the Operating Expenses of the Association.

(10) Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities or amenities upon the Association Property. Declarant's decision as to whether to construct additional facilities or amenities, and the construction thereof shall be in the sole discretion of Declarant and the Association's decision as to whether to construct additional facilities or amenities and the construction thereof shall be in the sole discretion of the Association.

Section 3. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. Except for the Private Roadways, Sidewalks and any other portion of the Association Property which are merely easements over a Lot owned in fee simple by the Owner of such Lot, the Association Property shall be conveyed to the Association in accordance with the provisions of Article III hereof.

Section 4. PRIVATE USE. For the term of this Declaration, the Association Property (except as otherwise specifically provided in this Declaration in connection with the Sidewalks) is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests,

invitees and tenants, but only in accordance with this Declaration and The Villages at Victoria Park Documents.

A. Notwithstanding anything in this Declaration to the contrary, Declarant hereby expressly reserves for itself and its affiliates the right to use the Association Property for such period of time and for such purposes as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in The Village at Victoria Park and/or in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of any "model home(s)" and design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent provided herein and elsewhere in The Village at Victoria Park Documents, the Association Property shall be for the sole and exclusive use of the Owners and residents of The Village at Victoria Park and their family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in The Village at Victoria Park Documents.

D. The right to use the Association Property shall be subject to the Rules and Regulations.

Section 5. PRIVACY WALLS AND FENCES. Certain Lots within The Village at Victoria Park may have privacy walls and/or fences installed by Declarant ("Privacy Walls and Fences") on, along or across their front, rear and/or side lot lines (or portions thereof). In addition, such Privacy Walls and Fences, if installed by Declarant (which Declarant shall have no obligation whatsoever to do), may (i) be constructed and/or installed across property lines, thereby encroaching upon portions of the adjacent Lot (the "Affected Lot"); and/or (ii) be constructed and/or installed up to and/or be attached to the exterior wall of the Home located upon such Affected Lot. The Privacy Walls and Fences shall be the maintenance obligation of the Association, but shall be replaced and/or repaired by the Owner of the Lot upon which said Privacy Wall and Fence is located (the "Privacy Wall Lot"), as more fully set forth in Article IX herein. Declarant hereby reserves and grants in favor and for the benefit of each Privacy Wall Lot and the Owner thereof, a perpetual, non-exclusive easement over, across and upon the Affected Lot for purposes of (i) permitting such encroachment of the Privacy Wall and Fence upon the Affected Lot; (ii) permitting the attachment of the Privacy Wall and Fence to the exterior wall of the Home constructed on the Affected Lot; (iii) providing support and use for the use, benefit and support of the Privacy Wall and Fence; and (iii) providing ingress, egress and access as may be necessary by the Owner of the Privacy Wall Lot to provide repairs to and/or replacement of the Privacy Wall and Fence as may be required under this Declaration. No Owner shall be permitted to alter or remove all of any portion of a Privacy Wall or Fence located upon such Owner's Lot. In addition, any Owner of a Privacy Wall Lot which causes damage to the exterior wall of the Affected Lot upon which its Privacy Wall and Fence is attached shall be

required to make those repairs necessary to return the exterior wall of the Home to the condition in which it existed immediately prior to such damage being caused by such Owner.

Section 6. MONUMENT WALLS AND SIGNS. Certain Lots within The Village at Victoria Park may have monument walls and monument signs installed by Declarant ("Monument Walls and Signs") on or along portions of the Lot. The Monuments Walls and Signs, if installed by Declarant (which Declarant shall have no obligation whatsoever to do), shall be part of the Association Property and shall be the maintenance, repair and replacement obligation of the Association, and may not be altered in any way or removed by the Owner of the Lot.

Section 7. MODEL HOMES. Declarant hereby reserves the right to construct and/or maintain and operate one or more "model home(s)" within The Village at Victoria Park in locations to be determined by the Declarant in its sole and absolute discretion. The "model home(s)" may be used as models for The Village at Victoria Park or other communities being developed by Declarant or affiliate(s) of Declarant, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model homes(s)" may also contain parking, landscaping and fencing across Private Roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model home(s)" in The Village at Victoria Park, such "model home(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion, including, without limitation, after the Turnover Date. Each Owner, by acceptance of a deed or title to a Lot in The Village at Victoria Park, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model home(s)" even after the Turnover Date; (ii) Declarant and/or any of Declarant's affiliates have an easement over The Village at Victoria Park for ingress and egress to and from the "model home(s)" and to use and show the models to prospective purchasers in The Village at Victoria Park or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model home(s)" exist; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around The Village at Victoria Park or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of The Village at Victoria Park by the other Owners, are detrimental to the value of the Homes within The Village at Victoria Park, and interfere with the Declarant's and/or its affiliates' ability to conduct their business.

ARTICLE III

ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY;

CONVEYANCE OF ASSOCIATION PROPERTY

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any

Improvements thereon) to be Lots or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY. The Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, rules, regulations, burdens, liens and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require the Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require the Declarant to declare any portion or portions of the existing Property as Association Property, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each lender or holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any) (including without limitation, Seacoast National Bank and/or BBX Capital provided their respective loan is secured by a mortgage on the Property sought to be withdrawn at such time), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. To the extent herein provided, the Association Property is hereby dedicated to the joint and several uses in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Except as otherwise required by applicable law, when deeds and/or title to all Lots subject to the provisions of this Declaration have been conveyed to non-Declarant purchasers (or earlier at Declarant's option, exercisable from time to time, as to any portions of the Association Property), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Association Property (other than the Private Roadways and Sidewalks which are or will be owned in fee simple by Lot Owners and are not intended to be conveyed to the Association), free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) real estate taxes and assessments due with respect to the Association Property from and after the date of recording of this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Association Property; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Declaration, as same may have been modified, amended and/or supplemented from time to time.

At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept the Association Property, together with the personal property and Improvements appurtenant thereto, if any. The Association shall accept the conveyance of the Association Property (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration. The Association shall also accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, with all faults and without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, TO THE FULL EXTENT PERMITTED BY LAW (INCLUDING, WITHOUT LIMITATION SECTION 552.835, FLORIDA STATUTES), THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE HOMES, ASSOCIATION PROPERTY, PERSONAL PROPERTY AND OTHER IMPROVEMENTS ON OR UNDER THE PROPERTY WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association and all Owners hereby further acknowledge and agree that cracks, lifting, settlement, expansion, erosion and differential displacement in the Private Roadways, sidewalks, gutters, curbs and paver bricks as well as the ponding or collection of water following periods of rain thereon are normal and shall not be considered to be defects or deficiencies of any kind whatsoever. Acceptance of same by the applicable governmental authorities having jurisdiction thereover shall be conclusive evidence that all such Improvements are performing their intended purposes and not defectively designed or constructed.

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping in and around The Village at Victoria Park and within certain lands located outside of and adjacent to the Property (said areas being hereinafter referred to as the "Special Improvement Areas") which are required to be maintained by Declarant and/or the Association pursuant to the Maintenance Declaration. The Association and each Owner further acknowledge and agree that the foregoing trees, shrubs, plants and other landscaping have or will be installed by Declarant consistent with the Approved Landscaping Plan which has been submitted to and approved by the City and that such trees, shrubs, plants and other landscaping will mature, expand, decay and/or die from time to time. In addition, the Owners and the Association acknowledge and agree that the roots from such trees, shrubs, plants and other landscaping will grow and expand over time (collectively, "Root Intrusion") including, without limitation, to locations under sidewalks, driveways, walking paths, roadways, gutters, curbs and paver bricks and other improvements located on the Property or Special Improvement Areas. Such growth, expansion, intrusion, decay and death are natural and expected conditions and occurrences, and Declarant shall not have any liability or responsibility for damages (including, without limitation, personal injury and/or death), repair and/or replacement arising out of and/or resulting from the following (collectively, the "Landscaping Inherent Conditions") which occur within the Property and/or the Special Improvement Areas: (i) Root Intrusion, (ii) the maintenance and prevention of Root Intrusion or the lack of such maintenance and prevention, (iii) cracks, lifting, settlement, expansion, erosion and/or differential displacement in sidewalks, driveways, walking paths, roadways or alleys, gutters, curbs and paver bricks and other improvements located on the Property or Special Improvement Areas, and/or (iv) decay or death of trees, shrubs, plants and other landscaping regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, meet or exceed the minimum requirements of the City. Accordingly, neither the Association nor any Owner shall have any claim whatsoever against Declarant as a result of the foregoing, and the Association and each Owner (past, present or future) hereby releases and agrees to hold harmless and indemnify Declarant and Declarant's partners, and each of their respective affiliates, shareholders, directors, officers, employees, successor and assigns, from and against any and all

any and all claims, damages (including, but not limited to, property damage, personal injury and/or death), liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether or not a lawsuit is commenced), arising out of or in any way resulting from or in any way connected with, resulting from and/or arising out of any of the Landscaping Inherent Conditions.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. With the exception to the Association Property which is part of a Lot (i.e., Private Roadways, Sidewalks, etc.), the Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded, but shall not be responsible for any portion of the real estate taxes for Association Property which encompass the portions of the Roadways and Sidewalks which are part of a Lot and where the taxes therefore are included within the tax bill relating to the respective Lot within which such Roadway or Sidewalk is located.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 7. PARKING RIGHTS. The Association may, but shall not be obligated to, maintain upon the Association Property parking spaces for Owners, their family members, guests, occupants, tenants and visitors. The use of such parking spaces, if any, by Owners, occupants, visitors and guests shall be subject to the Rules and Regulations.

ARTICLE IV **OWNERS' PROPERTY RIGHTS**

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may be otherwise specifically provided in this Declaration, have a permanent and perpetual, non-exclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property in common with all other Owners, their family members, guests, tenants, agents and invitees, which

easement shall be appurtenant to, and shall pass with a deed and/or title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Association Property.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing, as applicable, the Association Property and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Association Property, including, without limitation, the Rules and Regulations.

D. The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots, including, without limitation, the Rules and Regulations, for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association to promulgate traffic regulations governing the use and enjoyment of the Private Roadways located within the Property.

F. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written consent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Association Property and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Association Property. Notwithstanding the foregoing, such two-thirds (2/3) vote or written consent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Association Property.

G. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Association Property in favor of any such public agency, authority or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

H. The right of the Association or Declarant to grant easements and rights of way, where necessary or desirable, for electrical, telephone and other utilities, water and sewer facilities, cable television, and other facilities and services over the Association Property (including, without limitation the Private Roadways and/or Sidewalks) to serve the Association Property and other portions of the Property, without any vote of the Owners.

I. The right of the Association or Declarant to grant such other easements over Association Property and/or the Lots as Declarant may deem appropriate, which easements shall be joined in or similarly granted by the Association as requested by Declarant or sought by the Association.

J. The right of the Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the non-exclusive use of the Association Property and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

K. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

L. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

M. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

N. The easements provided elsewhere in this Declaration, designated on the Plat, or separate instrument of conveyance, including, but not limited to, those set forth in this Article IV.

O. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

P. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of The Village at Victoria Park and Homes therein).

Q. The right of BCEPGMD and the City to use the Association Property, including without limitation, the Private Roadways and Sidewalks, for access to and from drainage easement(s) and improvements thereunder and the rights of the County and/or City to use the Private Roadways for access purposes by emergency vehicles and for the maintenance of utilities.

R. The right of the Association to suspend the rights of Owners and their tenants, guests and invitees to use the Association Property (except for legal access) and

Amenities, if any, when such Owners are more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association. The Association shall also have the right to levy fines and impose suspensions against Owners or any tenants, guests or invitees for violations of The Village at Victoria Park Documents, including, but not limited to, the Association's Rules and Regulations.

S. The right of the Association to suspend voting rights of Owners that are more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the Rules and Regulations in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual non-exclusive easement for vehicular traffic over (i) all streets within or upon the Property dedicated to the public use, if any (as well as alcoves and other private, paved areas abutting or serving the same), and (ii) any of the Private Roadways within or upon the Property.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, non-exclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use, if any (as well as alcoves and other private, paved areas abutting or serving the same), (ii) the Private Roadways and driveways within or upon the Property, (iii) the Sidewalks located within or upon the Property, and (iv) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, non-exclusive perpetual easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Private Roadway - Ingress, Egress and Access Easements. Declarant hereby reserves and grants perpetual, non-exclusive easements for pedestrian and vehicular ingress, egress and access over and across the Private Roadways, and any driveways located within or upon each Lot within the Property in favor of (i) the Association, for the purposes of fulfilling its duties and responsibilities hereunder, and (ii) all Owners, their family members, guests, invitees and tenants as may be required to provide ingress, egress and access from each Owner's respective Lot to and from the Association Property and/or the public road right-of-ways adjacent to The Village at Victoria Park; and (iii) the City, to provide ingress, egress and access as may be required to permit the City to provide service to maintain, repair and replace and have access to City facilities or infrastructure located within or adjacent to the Property. This grant of easement shall not be construed as a dedication to the City of the underlying fee simple ownership of the Private Roadways.

B. Sidewalks – Ingress, Egress and Access Easements. Declarant hereby reserves and grants perpetual, non-exclusive perpetual easements for pedestrian ingress, egress and access over and across the Sidewalks located within or upon the Property (including, without limitation such portions of any Lot deemed to be part of a Sidewalk) in favor of (i) the Association, for the purposes of fulfilling its duties and responsibilities hereunder, (ii) all Owners, their family members, guests, invitees and tenants as may be required to provide ingress, egress and access from each Owner's respective Lot to and from the Association Property and/or the public road right-of-ways adjacent to The Village at Victoria Park; and (iii) the City and the public, for public sidewalk purposes, together with the right for the City to provide service to maintain, repair and replace and have access to City facilities or infrastructure located within or adjacent to said Sidewalks. The above easements are hereinafter collectively referred to as the "Sidewalk Easements". This grant of easement shall not be construed as a dedication to the City or the public of the underlying fee simple ownership of the Sidewalks. In addition, Declarant and the Association shall have the right to modify, revise, add to, enlarge, reduce or relocate the Sidewalks, at any time and in its sole discretion, without the need for joinder and consent of any owner and/or its lender.

The Sidewalks shall be used as sidewalks by Declarant, the City, the County, the Association and the Owners, their family members, guests, invitees and tenants and the public in accordance with the provisions of this Declaration, but subject to non-exclusive easement rights for public and private pedestrian ingress and egress rights created herein or in a separate instrument. Notwithstanding that portions of the Sidewalks are part of the Lots and owned by the Owners of the affected Lot, the Sidewalks shall be maintained, repaired, replaced, administered and operated by the Association in good condition and repair in accordance with City Ordinances and in a manner which does not negatively affect any City facilities or infrastructure located within the Sidewalk or lands adjacent thereto. All costs of maintenance, repair and replacement of the Sidewalks shall be part of the Operating Expenses of the Association.

The Sidewalk Easements created herein create site triangles or "chords" over lots referenced as Lots 7 and 12 on the Site Plan. The site triangle is a triangular shaped portion of land established for unobstructed visibility of motorists entering or leaving a street or driveway

intersection. The Owner of Lots 7 and 12 shall not be permitted to install, construct or place any improvements or object of any kind (whether stationary or movable) within or upon the portion of the Sidewalk affecting such Lots between the heights of two and one-half (2 ½) feet and eight (8) feet above the adjoining edge of pavement.

C. Utility and Services Easements. The Association Property and those portions of Lots where no physical structure of the Home is located shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Association Property and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, cable, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation, emergency services and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

D. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, balconies, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

E. Zero Lot Line Maintenance Easements.

(1) Preamble: A portion of the Homes in The Village at Victoria Park may be designed and site planned as "zero lot line" Single Family Homes, such that each Single Family Home is constructed so that all or portions of one side of such zero lot line Single Family Home (and fences or masonry walls extending from such side or sides, if any) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") containing such a Single Family Home may have access to the "zero lot line" side of the Single Family Home (and other portions of such Owner's Lot and Single Family Home) in order to maintain portions of the Lot, the side(s) of the Single Family Home, the roof and other applicable portions of the Single Family Home and Lot, and so that rain water may run off the roof of a particular Single Family Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots ("Servient Lot[s]") adjacent to the "zero lot line" side of such a Single Family Home, Declarant hereby makes provision for the "Maintenance Easements" declared and regulated pursuant to this Section (as well as similar easements for the aforesaid purposes).

(2) Creation and Extent of Maintenance Easement: Declarant hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of

the zero lot line Single Family Home located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the deed or title of the Dominant Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for rainwater run-off, but in no event greater than three (3) feet in width. The foregoing shall not be deemed to restrict the Owner of the Servient Lot(s) from installing improvements within said Maintenance Easement, provided such improvements are approved by the Association in accordance with Article VIII hereof.

(3) Use and Conditions of Maintenance Easement: The Owner of a Dominant Lot, such Owner's guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement (during reasonable daylight hours, except in the event of an emergency) for purposes of maintaining, repairing and replacing portions of such Owner's Lot and Single Family Home including, without limitation, the Single Family Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses, and such Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said Owner by returning such damaged Improvement or landscaping to the condition immediately preceding said damage, shall create an undue hazard to persons or pets located on or coming into the Servient Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Single Family Home thereon which is, or would result in, a violation of the restrictions set forth in The Village at Victoria Park Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

(4) Servient Lot Owner's Easement. The Owner of a Servient Lot shall have the right to install improvements within the Maintenance Easement affecting its Lot, as described in Section 6.E.(2) above, up to and against the exterior of the Single Family Home located on the adjacent Dominant Lot. The Owner of a Servient Lot, however, shall not do anything to the exterior wall of the Single Family Home on the Dominant Lot(s) which: (i) causes damage thereto which is not promptly and fully remedied by the Owner causing such damage by returning such exterior wall to the condition in which it existed immediately prior to such said damage, or (ii) would result in, a violation of the restrictions set forth in The Village at Victoria Park Documents. The Owner of the Servient Lot shall, by virtue of placing any improvement up to and against the exterior wall of the adjacent Single Family Home, be deemed to indemnify the Owner of a Dominant Lot for any and all losses, costs, expenses or damage to any person or property incurred by reason of the former's (i) actions or inactions which cause damage to the exterior wall of the adjacent Single Family home, or (ii) violations of the restrictions contained herein.

(5) Reciprocity. Each Owner, by acceptance of a deed or title for a Lot containing a "zero lot line" Single Family Home, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Owner's Lot.

F. Easement for Roof Overhang and Encroachments. Declarant hereby reserves a permanent and perpetual non-exclusive easement or easements in favor of each Dominant Lot Owner over the unimproved portion of the Servient Lots adjacent to the building lines of the "zero lot line" home to provide for the roof overhang of a zero lot line Single Family Home constructed in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang. In addition to roof overhangs, the foregoing easement shall be deemed to include an easement to allow for the encroachment of all architectural and other decorative features which are appurtenant to and have been included as part of the initial construction of the Owner's Home, which now or hereafter encroach upon any of the Lots, as well as an easement of access for persons or equipment necessary to maintain, repair and replace such improvements. The Roof Overhang and Encroachment Easement granted in favor of the Dominant Lot Owner shall only be as extensive as reasonably necessary to permit for the encroachments of the roof and other architectural and decorative features which are appurtenant to the Dominant Lot Owner's Home, but in no event greater than two (2') feet in width.

G. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with The Village at Victoria Park Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Lot in accordance with the terms herein in the event the Owner thereof fails to do so.

H. Easement Over Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants in accordance with The Village at Victoria Park Documents and applicable law;

(2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in The Village at Victoria Park Documents.

I. **Drainage and Drainage System Easement.** An easement for drainage and flowage over, under and upon the Property, including those portions of Lots where no physical structure of the Home is located, in favor of the Association and the BCEPGMD, including, but not limited to, reasonable rights of access for persons and equipment to construct, install operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Drainage System and/or flowage system, including, without limitation, the swales, drainage pipes, and related equipment. By this easement, the Association shall have the right to enter upon any portion of any Lot which is part of the Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Drainage System as required by the BCEPGMD Permit. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Drainage System or any portions thereof (including, without limitation, any portions of the Drainage System located upon such Owner's Lot), the cost of the repairs and/or replacement resulting from such damage shall be paid by such Owner. No Owner shall install any plantings, landscaping, levees and/or other Improvements whatsoever in, on, over and across any Drainage Easement Area which is reflected on **Exhibit "F"** attached hereto and made a part hereof (the 'Drainage Easement Area').

J. **Irrigation and Irrigation System Easement.** An easement for irrigation over, under and upon the Property, including, without limitation, those portions of Lots where no physical structure of the Home is located, in favor of the Association, including, without limitation, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System(s) installed on the Property, including, without limitation, the irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any portion thereof (including any portions on such Owner's Lot), the cost and the repairs and/or replacement resulting from such damage shall be paid by such Owner.

K. **Drainage System and Irrigation System Encroachment Easement.** An easement for encroachment over, under and upon the drainage easements and irrigation easements located within the Lots, if any, in favor of: (i) the Owner of the Lot upon which the drainage easement or irrigation easement is located for the existence of any driveway and/or sidewalk or part thereof, encroaching over, under and upon such drainage easement and/or irrigation easement, as applicable, (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or part thereof installed or located over, under and upon such drainage easement and/or irrigation easement, and (iii) the BCEPGMD for access for persons and equipment for proper purposes. In the event the Association requires access to any Drainage System and/or Irrigation System improvements within a drainage easement or irrigation easement located within a Lot upon which any such driveway and/or sidewalk encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement and/or irrigation easement, as applicable, is no longer required. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

L. Lift Station Easements. Easements in favor of the City over and across the Association Property (including, without limitation, the Private Roadways and Sidewalks) as may be required for ingress, egress and access to and from the Property for the installation, repair, maintenance and service of equipment, lines and other structures necessary to supply sanitary sewer and drinking water services to and from The Village at Victoria Park.

M. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Townhome Owners and their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhomes and Common Structural Elements within any portion of the Property.

N. Driveway Easements. A non-exclusive easement is hereby reserved and granted over Lot 8 for the benefit of Lot 7, as said Lots are shown on the Site Plan, for ingress, egress and access on, over and through portions of the driveway located upon Lot 8 as may be required to allow the Owner of Lot 7 to access its driveway and garage from the Private Roadways within the community. In addition, a non-exclusive easement is hereby reserved and granted over Lot 11 for the benefit of Lot 12, as said Lots are shown on the Site Plan, for ingress, egress and access on, over and through portions of the driveway located upon Lot 11 as may be required to allow the Owner of Lot 12 to access its driveway and garage from the Private Roadways within the community. Nothing contained herein shall permit the Owner, guests or invitees of Lots 7 or 12 to park vehicles upon any portion of the driveway located upon Lots 8 or 11. Moreover, the Owners of Lots 7 and 12 shall not park a vehicle in a location and upon their respective driveway in a manner that would restrict the Owner of Lot 8 and/or Lot 11, as applicable, from obtaining ingress, egress and access to its driveway and garage.

O. Improvement Easements. Those Lots upon which Declarant has constructed and installed Privacy Walls and Fences, monument walls and signs and/or other Improvements which are deemed to be part of the Association Property herein, shall be deemed to be subject to perpetual easement rights in favor of the Association which permit such Association Improvements to be maintained, operated and perpetually exist within and upon such Lot.

P. City Utility Easement. The Declarant hereby reserves and grants unto the City, a perpetual easement over, along, through, in, above and under that certain parcel of land more fully described on **Exhibit "G"** attached hereto and made a part hereof (the "City Utility Easement Area") for ingress, egress and access to and provide service to maintain, repair, replace and restore to the City's facilities and infrastructure installed upon or within said City Utility Easement Area and/or in any City owned lands located adjacent thereto. This grant of easement shall not be construed as a dedication to the City or the public of the underlying fee simple ownership of the City Utility Easement Area.

Section 7 ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any

other designee of Declarant. Declarant, and after the Turnover Date, the Association, shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant before and after the Turnover Date. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V
MEMBERSHIP; VOTING RIGHTS IN THE
ASSOCIATION; DURATION OF THE ASSOCIATION

Section 1. FUNCTION OF THE ASSOCIATION. The Association is the entity responsible for the management, maintenance, operation, and control of the Association Property and the Common Structural Elements. The Association also has primary responsibility for administering and enforcing The Village at Victoria Park Documents. The Association shall perform its functions in accordance with The Village at Victoria Park Documents and Florida law. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles. The Board shall be responsible for the management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Articles and Bylaws. Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles, or Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

Section 2. MEMBERSHIP. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of The Village at Victoria Park Documents. The voting rights of Members shall be as set forth in the Articles.

Section 3. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 4. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity approved by the BCEPGMD prior to such termination, dissolution or liquidation.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (i) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in The Village at Victoria Park Documents; and (ii) maintain, operate and preserve the Association Property, the Lots and Common Structural Elements for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot, and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments as more fully set forth herein, which Assessments may include, but may not be limited to, the Individual Lot Assessments, Special Service Assessments, Special Assessments, Townhome Assessments and Townhome Special Assessments, as applicable. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of The Village at Victoria Park Documents. In addition to the foregoing, each Owner of a Townhome Lot, if any, shall also be obligated to pay for Townhome Assessments and Townhome Special Assessments, in accordance with the provisions of The Village at Victoria Park Documents.

Section 2. OPERATING EXPENSES AND TOWNHOME EXPENSES.

A. OPERATING EXPENSES. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in The Village at Victoria Park Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property (other than the Private Roadways and Sidewalks) or against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon, including, without limitation, the Private Roadways and Sidewalks; (5) administrative and operational expenses; (6) fees and other costs of operating, maintaining, repairing and replacing the Irrigation System including, without limitation all water usage related thereto; (7) all sums necessary for the maintenance and repair of the Drainage System, including, but not limited to, work within retention areas, drainage structures and drainage easements; (8) all sums necessary for the

maintenance and repair of the Sanitary Sewer System in accordance with the requirements herein; (9) fees and other costs of operating, repairing and maintaining the Decorative Street Lights; (10) all sums necessary for the maintenance and repair of the landscaping and irrigation within the Special Improvement Areas and otherwise arising from the Maintenance Declaration; and (11) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for replacements, capital expenditures and deferred maintenance are specifically excluded from Operating Expenses.

The Board may, if it so determines, include reserves in the Association's annual budget; however, reserves are not part of Operating Expenses and are therefore payable only by Completed Lot Owners. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to The Village at Victoria Park Documents or the enforcement of the use and occupancy restrictions contained in The Village at Victoria Park Documents, and except Legal Fees incurred for lawsuits not approved pursuant Article XIII below.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

B. TOWNHOME EXPENSES. Townhome Expenses shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Townhome Lots, which may include, but shall not be limited to the cost of maintaining, financing, insuring or repairing the Common Structural Elements and the portions of the Townhome Lots for which the Association has maintenance responsibilities pursuant to this Declaration, and any and all expenses deemed to be Townhome Expenses by the Association and/or under this Declaration. Reserves for replacements of Common Structural Elements are specifically excluded from Townhome Expenses. The Board may, if it so determines, include reserves in the Association's annual budget; however, reserves are not part of Townhome Expenses and are therefore payable only by Completed Townhome Lot Owners. In addition, any expense which is required by the

Declaration to be the matter of Townhome Special Assessment shall not be deemed to be a Townhome Expense. Expenses which are required to be the matter of Townhome Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Structural Elements or any portion thereof; any casualty loss affecting the Common Structural Elements to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any amounts necessary to pay shortages in Townhome Expenses; and unbudgeted expenses and or expenses in excess of those budgeted for.

Section 3. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon, late charges imposed and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of The Village at Victoria Park Documents with Interest thereon, late charges imposed and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot and/or chargeable to the former Owner except and to the extent limited by applicable Florida Statute, as such applicable statute existed on the date of recording of this Declaration in the Public Records of the County.

Section 4. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an

action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge in the highest amount designated by law, and if no such late charge is designated by law, then Twenty-Five and No/100 (\$25.00) Dollars, to defray additional collection costs.

6. To suspend the use rights of the Owner(s) in default to use the Association Property, if such Owner is delinquent in payment of assessments for more than ninety (90) days, subject to the notice and hearing provision in Article X below.

7. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days, subject to any restrictions or prohibitions in Florida Statutes §720 (the "HOA Act").

8. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum the form of which may be prescribed by the Association, which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 5. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes within The Village at Victoria Park. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each,

an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Services and for any hook up costs, any converter boxes, remote control units, and the charge therefor shall be billed directly to Owner. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 7. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligations and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

ARTICLE VII

METHOD OF DETERMINING ASSESSMENTS

AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the estimated operating budget ("Budget") prepared by the Board as required under The Village at Victoria Park Documents. The Budget shall also include a separate section setting forth the anticipated Townhome Expenses for the given calendar year, if any. Each Completed Lot and Incomplete Lot shall be assessed (a) its *pro rata* portion of the total anticipated Operating Expenses (excluding the anticipated Townhome Expenses), which shall be the "Individual Lot Assessment" as to each Lot, and (b), fees, costs and expenses for any special services provided to or for the benefit of a Lot, or to reimburse the Association for the fees, costs and expenses incurred in connection with or for such special services, which shall be the "Special Service Assessment" as to such Lot. In addition, each Completed Townhome Lot and Incomplete Townhome Lot shall be assessed its *pro rata* portion of the total anticipated Townhome Expenses, which shall be the "Townhome Assessment" as to each Townhome Lot.

The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses on a ratio of twenty to one (20:1). The total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot.

The Townhome Assessment shall be based upon the level of service to each Townhome Lot and upon the state of the Townhome Lot's development, with the Owners of Completed Townhome Lots paying the Townhome Expenses on a twenty to one ratio (20:1) compared to the Owners of Incomplete Townhome Lots as set forth below. Therefore, the Completed Townhome Lot Owners and Incomplete Townhome Lot Owners shall share the payment of the Townhome Expenses on a ratio of twenty to one (20:1). The total anticipated Townhome Expenses (other than those expenses which are properly the subject of Townhome Special Assessment) shall be divided by the total number of Completed Townhome Lots multiplied by twenty (20) plus the number of Incomplete Townhome Lots, with the quotient thus arrived at being the "Townhome Assessment" for an Incomplete Townhome Lot. Said quotient multiplied by twenty (20) shall be the Townhome Assessment for a Completed Townhome Lot. The number of Completed Townhome Lots and Incomplete Townhome Lots, if any, shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Townhomes on all of the Townhomes Lots, each Townhome Lot shall be a Completed Lot and the Townhome Assessment shall be equal for each Townhome Lot.

The Special Service Assessment shall be based upon bid(s) received and approved by the Board for any special services to be provided to one or more of the Lots in The Village at Victoria Park, which Special Service Assessments may be in different amounts for different Lots based on, among other things, such bid(s). The Board shall have the right to accept or reject any such bid(s) as determined solely by the Board. By way of example, and for illustration purposes only, the Home Landscaping Services (as hereafter defined in Article IX below) shall be a Special Service Assessment and shall be levied against the Owners of Lots in different amounts based on the location and/or size of such Lots and/or Homes thereon. Declarant reserves the right to change any such Home designations and to create new Home designations for Special Service Assessments as Declarants shall determine in Declarant's sole and absolute discretion.

Notwithstanding anything in The Village at Victoria Park Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment or Special Service Assessment so long as approved pursuant to

Article XIII, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to The Village at Victoria Park Documents or the enforcement of the use and occupancy restrictions contained in The Village at Victoria Park Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments, Special Service Assessments and Townhome Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments, Special Service Assessments and Townhome Assessments may be payable monthly. Individual Lot Assessments, Special Service Assessments and Townhome Assessments, and the quarterly or monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS/TOWNHOME SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in The Village at Victoria Park Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. "Townhome Special Assessments" include, in addition to other Assessments designated as Townhome Special Assessments in The Village at Victoria Park Documents and whether or not for a cost or expense which is included within the definition of "Townhome Expense," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing, reconstructing or replacing the Common Structural Elements of the Townhomes. In addition, Special Assessments (and Townhome Special Assessments, as applicable) may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments (and Townhome Special Assessments, where applicable) shall be in addition to, and are not part of, any Individual Lot Assessment, Special Service Assessment or Townhome Assessment. Any Special Assessments (and Townhome Special Assessment, where applicable) assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments

and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment (any/or Townhome Assessment, where applicable). Special Assessments (and Townhome Assessments, where applicable) shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, and notwithstanding anything in this Declaration to the contrary, the Board acting alone and without the consent of Members may levy Special Assessments for the following: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), or (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Association Property, which shall not require such affirmative assent of at least two-thirds (2/3) of the Members. Prior to the Turnover Date, but subject to any affirming vote of the Members if and to the extent required by the HOA Act, a Declarant controlled Board may make a Special Assessment. Special Assessments and Townhome Special Assessments are not included in the guarantee set forth below. The levying of Townhome Special Assessments after the Turnover Date shall required by the affirmative assent of at least two-thirds (2/3) of all Class "B" Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, and notwithstanding anything in this Declaration to the contrary, the Board acting alone and without the consent of the Class "B" Members may levy a Townhome Special Assessment for the following: (a) repair, reconstruction, or replacement of damages or destroyed Common Structural Elements previously existing on Townhome Lots; (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Common Structural Elements, or (c) to obtain funds to cover insurance deductibles in the event of a casualty loss applicable to the Townhomes or Common Structural Elements.

Section 4. LIABILITY OF OWNERS FOR ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, their applicable Special Service Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for in The Village at Victoria Park Documents. In addition, each Townhome Owner further acknowledges that such Townhome Lot and the Owners thereof are jointly and severally liable for their own Townhome Assessments and their applicable portion of Townhome Special Assessments. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses and, in addition, such Townhome Owners recognize and covenant that they are jointly and severally liable with the Townhome Owners of all Townhome Lots for the Townhome Expenses; (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, Special Service Assessment or any portion thereof or such Owner's respective portion of any Special

Assessment or any other Assessment (including, without limitation, Townhome Assessments and Townhome Special Assessments), then the other Owners may be responsible for increased Individual Lot Assessments, Special Service Assessment or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Special Service Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in The Village at Victoria Park Documents.

Section 5. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES.

Each Owner acknowledges and agrees that because Individual Lot Assessments and Special Assessments (and Townhome Assessments and Townhome Special Assessments, where applicable) are allocated based on the formula set forth in this Article VII, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses and/or Townhome Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments (and Townhome Assessments where applicable) for the Lots owned by Declarant in the same manner as other Owners and at the 20:1 ratio described above, or (ii) be excused from payment of its share of Assessments related to its Lots if Declarant elects to guarantee the amount of Individual Lot Assessments and Townhomes Assessments and pay the Deficit during the Guarantee Period (as hereinafter defined) as provided in this Article VII below.

In the event Declarant elects to pay Individual Lot Assessments and Townhomes Expenses, if applicable, as provided in (i) above, Declarant shall not be obligated to pay Special Service Assessments or Townhome Special Assessments, if applicable, for any Lots owned by Declarant if the special services giving rise to such Special Service Assessments and/or Townhome Special Assessment are not provided to the Lots owned by Declarant. During the period of time that Declarant is offering Homes for sale in The Village at Victoria Park and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses and/or Townhome Expenses of the Association.

Section 6. GUARANTEED ASSESSMENT DURING GUARANTEE PERIOD. Without limiting the options that Declarant is entitled to pursuant to Section 5 of this Article VII above, and as provided in said Section 5, Declarant shall have the right to elect to be excused from payment of its share of the Operating Expenses, Townhomes Expenses and Assessments related to its Lots (other than Special Assessments and Townhome Special Assessments, if

applicable) during the Guarantee Period, which election shall initially be made at the time of recordation of this Declaration by delivery of written notice thereof to Association. If so elected by Declarant, Declarant covenants and agrees with the Association and the Owners that during the Guarantee Period, the Individual Lot Assessment imposed on each Owner and Townhome Assessments imposed on each Townhome Owner, if any, other than Declarant during the following Time Periods shall not increase over the amount set forth for such applicable Time Period (respectively, the "Guaranteed Assessment" and "Townhome Guaranteed Assessment"), as follows:

Time Period 1 – The date of recording of this Declaration and ending on December 31 of the year that this Declaration is recorded (unless such Time Period 1 is less than 3 calendar months in which event Time Period 1 shall end on December 31 of the year following the year in which this Declaration is recorded). During Time Period 1 Individual Lot Assessments shall not exceed the Individual Lot Assessment set forth in the Operating Budget of the Association and Townhome Assessments, if any, shall not exceed the Townhome Assessments, if any, set forth in the Operating Budget of the Association.

Time Period 2 – January 1 following the year in which Time Period 1 ends and ending on December 31 of the year Time Period 2 commenced. During Time Period 2 Individual Lot Assessments shall not increase by more than ten percent (10%) from the amount of the Individual Lot Assessments guaranteed during Time Period 1 above. During Time Period 2, Townhome Assessments, if any, shall not increase by more than ten percent (10%) from the amount of the Townhome Assessments guaranteed during Time Period 1 above, or, if no such amount has been provided, than the Townhome Assessment shall not exceed the Townhome Assessment set forth in the approved Operating Budget in effect for Time Period 2.

Time Period 3 - January 1 following the year in which Time Period 2 ends and ending on December 31 of the year Time Period 3 commenced. During Time Period 3 Individual Lot Assessments shall not increase by more than ten percent (10%) from the amount of the Individual Lot Assessments guaranteed during Time Period 2 above. During Time Period 3, Townhome Assessments, if any, shall not increase by more than ten percent (10%) from the amount of the Townhome Assessments guaranteed during Time Period 2 above, or, if no such amount has been provided, than the Townhome Assessment shall not exceed the Townhome Assessment set forth in the approved Operating Budget in effect for Time Period 3.

Time Period 4 - January 1 following the year in which Time Period 3 ends and ending on December 31 of the year Time Period 4 commenced. During Time Period 4 Individual Lot Assessments shall not increase by more than ten percent (10%) from the amount of the Individual Lot Assessments guaranteed during Time Period 3 above. During Time Period 4, Townhome Assessments, if any,

shall not increase by more than ten percent (10%) from the amount of the Townhome Assessments guaranteed during Time Period 3 above, or, if no such amount has been provided, then the Townhome Assessment shall not exceed the Townhome Assessment set forth in the approved Operating Budget in effect for Time Period 4.

“Guarantee Period” as used herein shall mean the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of: (i) the Turnover Date; (ii) the expiration of Time Period 4 as described below; or (iii) delivery of written notice from Declarant to Association of Declarant’s termination of its election, which termination shall only be effective to terminate any Time Periods which have not yet commenced at the time such written notice is delivered. The Guarantee Period and/or Townhome Guarantee Period may be unilaterally extended by Declarant for one or more successive periods of six (6) months each, but in no event shall such Guarantee Period and/or Townhome Guarantee Period be in effect following the Turnover Date provided that the Individual Lot Assessments imposed on each Owner other than Declarant shall not increase over the Guaranteed Assessment in effect at the end of Time Period 4 and Townhome Assessments, if any, shall not increase over the guaranteed assessment for Townhome Assessments in effect at the end of Time Period 4.

During the Guarantee Period (as same may be extended), if applicable, in connection with Individual Lot Assessments, Declarant shall be obligated to pay the difference (“Deficit”), if any, between: (a) the total amount of the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment and/or Townhome Special Assessment) incurred by the Association during the applicable Time Period, and (b) the sum of (y) the amounts assessed as Guaranteed Assessments against Owners during the applicable Time Period, and (z) any other income of the Association. During the Guarantee Period (as same may be extended), if applicable, in connection with Townhome Assessments, Declarant shall be obligated to pay the Deficit, if any, between: (a) the total amount of the Townhome Expenses (other than those Townhome Expenses which are properly the subject of a Townhome Special Assessment) incurred by the Association during the applicable Time Period, and (b) the sum of (y) the amounts assessed as Townhome Guaranteed Assessments against Townhome Owners during the applicable Time Period, and (z) any other income of the Association in connection with the Townhomes.

The Deficit, if any, to be paid by Declarant pursuant to this Section 6 shall be determined by looking at the Guarantee Period (as same may be extended) as a whole, without regard to quarterly, annual or any other accounting or fiscal periods. In that regard, in the event it is determined at the end of the Guarantee Period (as same may be extended) that there is a Deficit and Declarant has previously advanced funds to the Association in excess of the Deficit during the Guarantee Period (as same may be extended), in connection with either Individual Lot Assessments and/or Townhome Assessments, Declarant shall be entitled to the immediate repayment from the Association of the amount of funds advanced by Declarant in excess of the Deficit. Declarant shall have the right to offset any Deficit amounts which Declarant owes or is otherwise required to pay to the Association during the Guarantee Period (as same may be extended) against any amounts which have been previously advanced by or loan by the Declarant to the Association. The guarantee set forth above expressly does not

include Special Assessments, Townhome Special Assessments, reserves and/or any unpaid Assessments by Owners. Special Assessments and Townhome Special Assessments may include assessments for items such as capital expenditures, amounts needed to supplement repair expenses not covered by insurance.

After the Guarantee Period (as same may have been extended) terminates, each Owner (including Declarant as to Lots it owns) shall be obligated to pay Assessments as set forth in Section 1 of Article VII hereof.

Section 7. DECLARANT'S GUARANTEED ASSESSMENT NOT THE OBLIGATION OF INSTITUTIONAL MORTGAGEES. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared that each Owner, by the acceptance of a deed or other instrument of conveyance of a Lot within the Property, shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring a deed or title to any part of the Property by reason of the foreclosure or otherwise of an Institutional Mortgagee shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments or Townhome Guaranteed Assessment provided for under any of The Village at Victoria Park Documents; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been previously extended) and/or to pay the difference between the actual Townhome Expenses and the Townhome Guaranteed Assessments, if any, assessed against Townhome and the Owners thereof during the Townhome Guarantee Period (as same may have been previously extended) as may be provided for in any of The Village at Victoria Park Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Declarant to guarantee the amount of the Assessments as herein provided. Additionally, a successor declarant shall not be deemed to guarantee the level and/or duration of any Guaranteed Assessments and/or Townhome Guaranteed Assessments, if any, provided for under any of The Village at Victoria Park Documents or be obligated to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been previously extended) and/or the actual Townhome Expenses and the Townhome Guaranteed Assessments, if any, assessed against Townhomes and the Owners thereof during the Guarantee Period (as same may have been previously extended), unless such obligation is assumed in writing by such successor declarant.

Section 8. WORKING FUND CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon from Declarant shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to a three (3) months' share of the annual, non-abated Operating Expenses applicable to such Lot (including Townhome Expenses, where applicable) pursuant to the initial Budget (which shall be prepared as if all Lots are Completed Lots and may be different from the Budget in effect at the time of closing). The purpose of the Working Fund Contribution is to insure that the Association will have sufficient cash available to pay for initial start-up expenses, to meet unforeseen expenditures and to acquire additional amenities, equipment and services

deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. Declarant may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 8 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses after the Guarantee Period.

Section 9. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of such Owner's Home.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. Prior to the Turnover Date, the Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of one (1) member designated by Declarant, which shall initially be the President of the Association or such President's designee. After the Turnover Date, the Committee shall be comprised of three (3) members appointed by the Board who shall hold office until such time as such new member has resigned, has been removed or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B herein below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 herein below.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee shall also adhere to all guidelines, rules and regulations as may be promulgated by the Board with respect to any and all additions and alterations within the Property and all such rules and regulations are incorporation by reference. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected, provided, however, that in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No Owner shall be permitted to install any Improvements within any portion of such Owner's Lot which is deemed to be part of the Private Roadways or Sidewalk within The Village at Victoria Park.

E. An Owner shall not plant any new shrubs, trees and/or landscaping on his or her Lot and/or in any manner alter the landscaping in The Village at Victoria Park as initially installed by Declarant without the prior written consent of the Committee. An Owner shall not be required to obtain the prior written approval of the Association for any tree, shrub, plant, grass or other vegetation which is being planted to replace one that is diseased or dying provided such replacement is the same as the tree, shrub, plant, grass or other vegetation which is being replaced. If an Owner receives approval for additional landscaping and plants shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the payment of any increase for the Home Landscaping Services to maintain such additional landscaping.

F. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

G. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit to cover costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The security deposit shall initially be One Thousand Dollars (\$1,000.00) and may be changed by the Board from time to time. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee; and (ii) the Committee's (or its duly authorized

representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Association Property by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Association Property to the satisfaction of the Committee, Association shall have the right (but not the obligation), after five (5) days notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. All amounts incurred or paid by the Association to repair such damages cause by and not repaired by an Owner shall, in addition to the other rights of the Association, be subject to a Special Assessment levied by the Association against such Owner, which Special Assessment may be collectible in the same manner as other Assessments as set forth in this Declaration. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, the Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

Association shall not be liable or responsible to anyone for any damages, losses or expenses resulting from Association's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the Association. In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and Association shall not become liable in any way for such refusal. Association shall have the right, at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon

Association's obligations hereunder shall terminate and Association shall be automatically released of any and all obligations.

Section 4. MEETINGS OF THE COMMITTEE. Following the Turnover Date, the Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII herein below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's

ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 8. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Declarant, and the Association (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted, and/or the security deposit (including without limitation, the disbursement thereof). Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

Section 9. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to the displaying of any signs for the sale or renting of the Home as prohibited in Article X below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 10. DECLARANT EXEMPTION. The Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

ARTICLE IX
MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Association Property, except public utilities to the extent same have not been made Association Property. Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the central Irrigation System(s) serving the Association Property and/or the Lots (or any portions thereof) as it shall deem appropriate. The Association shall be responsible for the costs of operation, maintenance, repair and replacement of such Irrigation System(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in favor of the Association, the right to enter upon the Association Property and those portions of Lots where no physical structure of the Home is located for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Association Property and all Lots within the Property. Each Owner shall be responsible for any damage to said Irrigation System(s) caused by such Owner and/or such Owner's family members, tenants, invitees and guests, and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages or liabilities resulting from any such damage.

C. The Association shall operate, maintain and repair the Drainage System constructed over, through and upon the Property in accordance with the BCEPGMD Permit. Such maintenance of the Drainage System shall mean that exercise of practices which allow the systems to provide drainage, water, storage, conveyance, or other surface water or storm water management capabilities as permitted by BCEPGMD. Any repair or construction of the Drainage System shall be as permitted, or if modified, as approved by the BCEPGMD. There is hereby reserved in favor of the Association the right to enter upon the Association Property and those portions of Lots where no physical structure of the Home is located for the purpose of operating, maintaining, repairing, and replacing the Drainage System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Drainage System as may be necessary to maintain the system in its original condition and use. A portion of the Drainage System is or may be installed outside of the Property and within the City owned public road rights-of-way located adjacent to the Property. Maintenance of any portion of the

Drainage System located within said public rights-of-way shall be performed by the City. The Association however, shall be obligated to maintain such portions of the Drainage System in the event the City fails to provide for the maintenance of same. In the event the Association fails to maintain the Drainage System in accordance with this Declaration and/or the Drainage Permit, then the BCEPGMD shall have the right to (i) enter upon the Property and perform any required maintenance of the Association and bill all costs and expenses incurred in connection therewith to the Association, or (ii) commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Drainage System in accordance with this Declaration and/or the Drainage Permit. The Association shall be required to pay to BCEPGMD all costs set forth above within thirty (30) days of receipt of an invoice for such amounts from BCEPGMD. Declarant reserves and grants to BCEPGMD a perpetual, non-exclusive, ingress, egress and access easement over and across all private streets and roads, on all dedicated access easements as may be necessary or convenient for BCEPGMD to carry out any work permitted to be performed by BCEPGMD under the Drainage Permit or this Declaration. The Association shall keep a log of the operation and maintenance schedule for all components of the Drainage System. A copy of the Drainage Permit, together with any action(s) taken by BCEPGMD with respect to the Drainage Permit shall be maintained by the registered agent for the Association, for the Association's benefit. Each Owner shall be responsible for any damage to the Drainage System caused by such Owner and/or such Owner's family members, tenants, invitees and guests, and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages or liabilities resulting from any such damage.

D. The Association shall be responsible for the maintenance, repair and replacement of the Private Roadways, roads, and streets located within the Property and the Association Property and all Sidewalks, paths, and curbs located within the Association Property. There is hereby reserved in favor of the Association the right to enter upon any and all parts of the Association Property and those portions of the Lots where no physical structure of the Home is located for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all City, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkept appearance would adversely affect the appearance of The Village at Victoria Park.

E. The Association shall be responsible for the maintenance, repair and replacement of sod and landscaping and irrigation located within the medians and islands situated within the public rights of way adjacent to The Village of Victoria Park in accordance with this Declaration, the Maintenance Declaration and/or the terms of any separate written agreement entered into between the County or the City and the Declarant or the Association.

F. The Association shall initially be responsible for the following landscaping services on each Lot (collectively, the "Home Landscaping Services"), with such levels of service and schedule of service as may be determined by the Board from time to time: mowing sod, if any, landscape trimming, weeding, fertilization, and which may include at the discretion of the Board, exterior pest control spraying, and mulching. Notwithstanding the

foregoing, the Board shall have the right at any time, to add to, remove and/or discontinue the Home Landscaping Services or any portions thereof, all in the Board's sole and absolute discretion. Notwithstanding the obligation of the Association to perform the Home Landscaping Services, any replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required.

Notwithstanding the foregoing, such Home Landscaping Services do not and shall not include the uprighting and/or removing of any fallen or dislodged trees from any Lot following a tropical storm, hurricane, or other Act of God. However, the Association shall have the right, but not the obligation, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense on any Lot, on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative consent of at least two-thirds (2/3) of all Members as set forth in Article VII.

G. The Association shall operate, maintain and repair the Sanitary Sewer System constructed over, through and upon the Property in accordance with the requirements of the City and the County. There is hereby reserved in favor of the Association the right to enter upon the Association Property and those portions of Lots where no physical structure of the Home is located for the purpose of operating, maintaining, repairing, and replacing the Sanitary Sewer System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Sanitary Sewer System as may be necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Sanitary Sewer System in accordance with this Declaration and/or the requirements of the City or the County, then the City shall have the right to commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Sanitary Sewer System in accordance with this Declaration and/or the requirements of the City or the County. Each Owner shall be responsible for any damage to the Sanitary Sewer System caused by such Owner and/or such Owner's family members, tenants, invitees and guests, and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages or liabilities resulting from any such damage.

H. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all City, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right-of-way.

I. The Association shall be responsible for the maintenance, repair and replacement of any Decorative Street Lights and associated facilities located within The Village at Victoria Park.

J. The Association shall be responsible for the maintenance of the exterior surface of the Privacy Walls and Fences located within the Community, but shall not be responsible for any other maintenance, repair or replacement of the Privacy Walls and Fences. The level of maintenance and the schedule of maintenance shall be as determined by the Board from time to time.

K. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property having a cost (individually, or in the aggregate with others) not in excess of Five Thousand Dollars (\$5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

L. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through J, inclusive, are Operating Expenses (other than the Home Landscaping Services which shall be Special Service Assessments), payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through J of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

M. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of The Village at Victoria Park.

N. The Association, being the entity responsible for the ownership, operation, maintenance, repair and replacement of the Association Property as provided in The Village at Victoria Park Documents, hereby agrees to indemnify, defend and hold Declarant and its partners and each of their respective affiliates, shareholders, directors, officers, employees, successor and assigns, harmless from and against any and all any and all claims, suits, actions, causes of action, damages (including, but not limited to, property damage, personal injury and/or death), liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether or not a lawsuit is commenced), arising out of or in any way resulting from or in any way connected with, resulting from and/or arising out of: (i) the Association Property, (ii) any acts or omissions of the Association, its members, directors, officers,

managers, employees and/or agents and their respective heirs, successors and assigns, (iii) personal injury, loss of life, or damage to property sustained on or about the Association Property or other property serving the Association, and Improvements thereon, and/or (iv) activities or operations of Association or Owners. Association's obligation to defend the parties described in this paragraph shall be triggered upon any allegation or claim being asserted that, in whole or in part, is to be indemnified or defended pursuant to this subparagraph. If any indemnified party is compelled to enforce Association's obligations in this paragraph, such indemnified party shall recover any and all attorneys' fees and costs incurred in prosecuting such enforcement action in addition to attorneys' fees and costs incurred in defending the underlying allegations or claims. The costs of fulfilling the Association's indemnification, defense and hold harmless obligations in this paragraph shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association. Notwithstanding the foregoing, the indemnification and defense obligations in this subparagraph shall not apply to: (1) any damage claim directly asserted by the Association against the Declarant for defects in construction of improvements constructed by the Declarant on the Association Property provided such claim does not arise out of or result from any third party claim, and/or (2) any gross negligence or willful misconduct by the indemnified parties.

Section 2. MAINTENANCE OF TOWNHOMES.

A. BY THE ASSOCIATION. Notwithstanding anything in this Declaration or the other The Village at Victoria Park Documents to the contrary, the Association's maintenance obligations with respect to Townhomes and Townhome Lots, if any, shall be only as follows:

1. The Association shall be responsible for the painting of the exterior surface of the walls, doors, window frames of the Townhomes (using the same paint colors as originally used by Declarant) and for maintaining all Common Structural Elements of the Townhomes, except for window washing which shall be the responsibility of each Townhome Owner. The Association shall also be responsible for recaulking all windows of the Townhomes each time the exterior walls of the Townhomes are painted. In the event the Association must paint a Townhome or a portion thereof due to the negligence of the Owner of such Townhome, the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon said Lot with the same force and effect as a lien for Operating Expenses. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance.

2. The Association shall be responsible for the painting of the exterior surface of garage doors for the Townhomes, but shall not be responsible for the mechanisms associated with garages located within the Townhomes and shall not be responsible for any other maintenance, repair or replacement of the garages, including, without limitation, the replacement of the garage doors. There is hereby reserved in favor of the Association the right to enter upon any and all Townhome Lots for such painting of the exterior surface of garage doors.

3. The Association shall be responsible for the maintenance, repair and replacement of the roofs, fascias and soffits of the Townhomes.

4. The Association shall be responsible for the periodic pressure cleaning of the Townhome driveways, if any.

5. All expenses incurred by the Association in connection with the services and maintenance described in this Section 2.A are Townhome Expenses, payable by each Townhome Owner under the provisions of this Declaration. Should the maintenance, repair or replacement provided for this Section 2.A. be caused by the negligence of or misuse by an Owner, his or her family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Townhome and said Assessment shall constitute a lien upon the appropriate Townhome with the same force and effect as liens for Townhome Expenses.

7. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of The Village at Victoria Park.

8. No alteration or Improvement may be made to the Townhomes which materially and adversely affects the rights of the Owner of any Townhome Lot to the enjoyment of such Owner's Townhome Lot or the Townhome unless the Owner and all mortgagees holding recorded mortgages on such Townhome Lot consent thereto in writing.

B. BY THE OWNERS.

1. The Owner of each Townhome must keep and maintain his/her Townhome and the Improvements thereon, which are not maintained by the Association, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his/her Townhome which, if omitted, would adversely affect The Village at Victoria Park, the other Owners or the Association and its Members. The Owners' responsibility for maintenance, repair and replacement shall also include, but not be limited to, the caulking and maintenance of the exterior surface of the walls, doors and windows (including glass frame) of the Townhome. The exterior surface of such walls, doors and windows shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The foregoing shall also include the patching and repairing of all stucco and exterior surface cracks and the walls of such Owner's Townhome.

2. In addition to the foregoing, the Owner of each Townhome shall be required to maintain appropriate climate control, keep his or her Townhome clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Townhome. Each Owner shall be required to clean and dust such Owner's Townhome on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Townhome's HVAC system. Each Owner of

a Townhome shall be responsible for damage to such Owner's Townhome and personal property as well as any injury to the Owner of a Townhome and/or occupants of the Townhome Home resulting from the Owner's failure to comply with these terms. Each Owner of a Townhome shall be responsible for the repair and remediation of all damages to the Townhome caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

The Owner of each Townhome shall also be responsible for the maintenance, repair and replacement of the driveway of such Owner's Townhome, if any, except only for the periodic pressure cleaning of the driveway which shall be the responsibility of the Association.

In addition, each Owner of a Townhome shall keep the sidewalks located on or adjacent to their Townhome clean and free from any trash, debris and/or impediments to pedestrian traffic.

3. The Owner of each Townhome shall be responsible for the maintenance, repair and replacement of any mechanisms associated with the garages located within his/her Townhome but shall not be responsible for painting of the garage doors which shall be the responsibility of the Association.

4. The Owner of each Townhome shall be responsible for the periodic replacement, when necessary, of the trees, shrubs, plants, grass and other vegetation which are located on such Owner's Lot. An Owner shall not plant any new shrubs, trees and/or landscaping on his or her Townhome Lot without the prior written approval of the Association. An Owner shall not be required to obtain the prior written approval of the Association for any tree, shrub, plant, grass or other vegetation which is being planted to place one that is diseased or dying provided such replacement is the same as the tree, shrub, plant, grass or other vegetation which is being replaced. If an Owner of a Townhome receives such approval and plants and shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the payment of any increase for the Home Landscaping Services to maintain such shrubs, trees and/or landscaping.

5. Each Townhome Owner shall keep insured the interior portions of such Owner's Townhome and personal property (including, but not limited to, all windows, doors, floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing and all air conditioning compressors, whether or not located within the Townhome boundaries, etc.) and shall name the Association as additional insured on the insurance policy. Evidence of such coverage shall be furnished to the Association promptly

upon the Board's request. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association.

6. If an Owner fails to comply with the foregoing provisions of this Section 2.B, the Association may proceed in court to compel compliance to cause an Owner to comply. If a failure to comply with the provisions of this Section 2.B relates to the Owner's obligation to maintain and care for the Townhome, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, the Association shall be entitled, but not obligated to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Townhome and Lot with the same force and effect as a lien for Operating Expenses.

Section 3. MAINTENANCE BY THE OWNERS (Single Family Homes).

A. Except only for the Home Landscaping Services to be performed by the Association, the Owner of each Single Family Lot must keep and maintain their Single Family Lot and the Improvements thereon, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Single Family Home which, if omitted, could adversely affect The Village at Victoria Park, the other Owners or the Association and its Members. The Owner of each Single Family Lot shall be responsible for any damages caused by a failure to so maintain such Single Family Lot, Improvements and Single Family Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Single Family Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Single Family Lot which exclusively service or benefit the Single Family Lot and Single Family Home. Without limiting the generality of the foregoing, the Owner of each Single Family Lot shall keep all drainage structures (such as catch basins), if any, located on the Owner's Single Family Lot, clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Single Family Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Single Family Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, water (excluding water associated with irrigation which shall be an Operating Expense of the Association), sewer, sanitation, electric, etc., that may be separately billed or charged to each Single Family Home. The Owner of each Single Family Lot shall be responsible for insect and pest control within the Single Family Home and the Single Family Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the

Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

B. In addition to the foregoing, the Owner of each Single Family Home shall be required to maintain appropriate climate control, keep his or her Single Family Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Single Family Home. Each Owner shall be required to clean and dust such Owner's Single Family Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Single Family Home's HVAC system. Each Owner of a Single Family Home shall be responsible for damage to such Owner's Single Family Home and personal property as well as any injury to the Owner of a Single Family Home and/or occupants of the Single Family Home resulting from the Owner's failure to comply with these terms. Each Owner of a Single Family Home shall be responsible for the repair and remediation of all damages to the Single Family Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

C. Owners of Single Family Homes shall be responsible to: fix leaks in and otherwise maintain and repair the roof of their Single Family Homes; replace dead or obviously dying trees, shrubs and landscaping on their Single Family Lots; and repair and replace as needed any fences and walls located upon such Owner's Single Family Lot (which shall not include, but is not limited to the Privacy Walls and Fences installed by Declarant). In addition, each Owner shall keep the sidewalks located on or adjacent to their Lot clean and free from any trash, debris and/or impediments to pedestrian traffic.

D. If a Single Family Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Single Family Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

E. Each Owner of a Single Family Home shall keep such Owner's Single Family Home insured in an amount not less than its full insurable value against loss or damage

by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

F. If an Owner of a Single Family Home fails to comply with the foregoing provisions of this Section 3, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Single Family Lot and Single Family Home with the same force and effect as a lien for Operating Expenses.

G. If a failure to comply with the provisions of this Section 3 relates to the Owner's obligation to maintain and care for the Single Family Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Single Family Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Single Family Lot and Single Family Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Village at Victoria Park Documents shall be determined in the sole discretion of the Association or Declarant.

Section 4. DAMAGE TO BUILDINGS. The Owner of any Single Family Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association, and the Architectural Control Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his, her or its reasonable control.

Declarant shall be exempt from the provisions of this Section, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE X
USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, the Rules and Regulations and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 19 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of The Village at Victoria Park Documents or with any other rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of The Village at Victoria Park Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of The Village at Victoria Park Documents, the BCEPGMD shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Drainage System in accordance with the BCEPGMD Permit.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Association Property and facilities for violations of The Village at Victoria Park Documents; and suspend the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of The Village at Victoria Park Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association desires to impose a fine or suspend the use rights of an Owner, the Association shall comply with the requirements of Florida Statutes §720.305(2)(a). At the Association's option, any fine may be levied on a daily basis in the event of a continuing

violation without the necessity of a new hearing and without any limitation on the amount of such fine. Fines as provided in this paragraph and elsewhere in the Association Documents may exceed One Thousand and No/100 (\$1,000.00) Dollars.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notwithstanding anything to the contrary contained herein, unless contrary to applicable law, Notice and Hearing as provided in Subparagraphs A and B above or elsewhere in the Association Documents, shall not be required with respect to the imposition of suspension of use or voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges, or any other monetary obligation due to the Association when due, if such non-payment exceeds more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

Section 2. OCCUPANCY OF HOME. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) (the "Fair Housing Act"), which became effective in March 1989, and was amended December 31, 1995, provides that communities cannot reject families with children. Therefore, neither Declarant nor the Association shall have the authority to prohibit children from living in any Home in The Village at Victoria Park.

Section 3. NUISANCES. No obnoxious or offensive activity as determined by the Board shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of The Village at Victoria Park nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which as determined by the Board is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors as determined by the Board shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any

Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 4. PARKING AND VEHICULAR RESTRICTIONS. There shall be no parking of vehicles on the Private Roadways located within The Village at Victoria Park, and except as otherwise specifically provided below, there shall be no parking of vehicles within any of the driveways located on the Single Family Lots. Parking for the Single Family Homes shall be restricted to the garage which is part of the Single Family Home located upon each Lot and designated parking spaces within the rights of way located adjacent to the The Village at Victoria Park. No Owner of a Single Family Home shall store any items, materials or other personal property in the garage of such owner's Home to the extent such storage would limit or prohibit the use of the garage for the parking of vehicles. Only Owners of Townhome Lots and Lots 7 and 12 of the Single Family Homes (as said Lots are reflected on the Site Plan) shall be permitted to park a vehicle within and upon the driveway located upon their respective Lot provided that the driveway is of sufficient length such that no portion of the vehicle is blocking the driveway of the adjacent Lot and provided that such no portion of the vehicle is encroaching onto the Private Streets. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No motor home, bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 5. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of the Owner of said Home and/or Lot.

Section 6. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with The Village at Victoria Park Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each

Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. The provisions of this Section 5 shall also apply to renewals of leases. In no event shall subleases or assignment of leases be permitted.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Section 7. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 8. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 9. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 10. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot. All trees and other landscaping within The Village at Victoria Park have been installed in accordance with an approved landscaping plan. As a result, no additional trees are permitted to be planted on the Property by any Owner and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Board. Any Owner who removes or installs any tree upon their Lot which is not in conformance with the approved landscape plan shall be responsible for any costs, fines and fees imposed by the City, the County and/or any other governmental agency or entity having jurisdiction as a result of such action. Declarant and the Association shall each (acting alone) have the right, but not the obligation, after ten (10) days prior notice and demand to do so, to remove (at such Owner's cost and expense) any trees or other landscaping installed by or on behalf of an Owner which is not in accordance with this Declaration.

Section 11. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in The Village at Victoria Park or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in The Village at Victoria Park or other communities developed or marketed by Declarant or Declarant's affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of The Village at Victoria Park or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section. This provision may not be amended without the prior written consent of Declarant.

Section 12. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking City issued or approved containers located in appropriate areas within each Lot designated by the Association, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber

or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 13. TEMPORARY STRUCTURES. No tent, shack, or other temporary building or Improvement, other than sheds or separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of The Village at Victoria Park or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 16. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 17. FENCES. Except for fencing initially installed by the Declarant in connection with the initial construction and development of The Village at Victoria Park, no additional fencing of any kind shall be permitted to be installed or constructed by an Owner on any portion of a Lot.

Section 18. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting

installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 18 shall not apply to the Declarant.

Section 19. IMPROPER USE OF ASSOCIATION RECORDS, DIRECTORIES AND COMMUNICATIONS. No Member, Owner, or Tenant shall use the Association's Official Records, membership directories or other Association communications such as, by way of example and not limitation, e-mails containing one or more Member's e-mail addresses, for any purpose whatsoever other than as strictly related to Association business. Failure to comply with the requirements of this Section 18 shall, without limitation, constitute a nuisance for which the Association may, in addition to any and all other remedies available to the Association, seek an injunction against the offending Member(s), Owner(s) and/or Tenant(s).

Section 20. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Architectural Control Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property, as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of The Village at Victoria Park and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall

be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI
DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY
AND/OR COMMON STRUCTURAL ELEMENTS

Section 1. DAMAGE TO OR DESTRUCTION OF ALL OR ANY PORTION OF THE ASSOCIATION PROPERTY.

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

Section 2. DAMAGE TO OR DESTRUCTION OF ALL OR ANY PORTION OF THE COMMON STRUCTURAL ELEMENTS. Damage to or destruction of all or any portion of the Common Structural Elements, if any, shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Structural Elements, then the Association shall cause such Common Structural Elements to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration would require a Townhome Special Assessment levied against each Townhome Lot in an amount of Ten Thousand Dollars (\$10,000.00) or less (such amount is based on the value of the dollar in 2014 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Structural Elements to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Townhome Special Assessment proportionately against each of the Townhome Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Common Structural Elements would require a Townhome Special Assessment levied against each Townhome Lot in an amount greater than Ten Thousand Dollars (\$10,000.00) (such amount is based on the value of the dollar in 2014 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests of the Townhome Lots, they shall determine whether: (a) to rebuild and restore either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Townhome Special Assessments against all Townhomes; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Structural Elements shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded, landscaped and irrigated or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be

effective without the prior written approval of Declarant as long as Declarant owns any portion of the Property.

D. Each Townhome Owner shall be liable to the Association for any damage to the Common Structural Elements not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults. If the Owner of the Townhome refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected Building, and the Association shall thereafter have the right to specially assess said Owner for the costs of such repair and re-construction

E. In the event that the repairs and replacements of the Common Structural Elements were paid for by any Townhome Special Assessments as well as insurance proceeds and regular Townhome Assessments against the Townhomes, then, if after the completion of and payment for the repair, replacement, construction or reconstruction of the Common Structural Elements there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction of the Common Structural Elements were first disbursed from insurance proceeds and regular Townhome Assessments against Townhomes and any remaining funds shall be deemed to be the remaining Townhome Special Assessments which shall be returned to the Townhome Owners by means of a pro rata distribution in accordance with the collection of such Townhome Special Assessments.

ARTICLE XII

INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to The Village at Victoria Park in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with

limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

Section 10. INSURANCE ON TOWNHOME LOTS; CASUALTY LOSSES. The Association shall maintain property and casualty insurance (including, but not limited to, windstorm) in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Common Structural Elements comprising the Townhomes, if any, excluding the interior portions thereof which are the maintenance and insurance responsibility of the Owners. Notwithstanding anything herein to the contrary, the Association shall be responsible for insuring the Common Structural Elements located within the Townhomes, if any, as well as the drywall located within the interior portions of the Townhome. Such property and casualty insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Townhomes in developments similar to The Village at Victoria Park in construction, location and use. Premiums for insurance coverages under this Section 10 shall be deemed Townhome Expenses.

ARTICLE XIII **GENERAL PROVISIONS**

Section 1. CONFLICT WITH OTHER VILLAGE AT VICTORIA PARK DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or Rules and Regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations shall control, in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 398 NE 6th Avenue, Delray Beach, Florida 33483, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 398 NE 6th Avenue, Delray Beach, Florida 33483, Attn: HOA Coordinator, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any

portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees from the non-prevailing party. The BCEPGMD shall have the right to enforce by a procedure at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Drainage System. In addition, the Association shall be entitled to recover pre-litigation attorneys' fees and costs incurred in enforcing The Village at Victoria Park Document which shall be collectible in the same manner as Assessments as set forth in the Declaration.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT; COMMUNITY APPROVAL. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and its affiliates, and Declarant, its affiliates and

their respective nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside The Village at Victoria Park, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Homes, and Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property all of which activities may continue even after the Turnover Date. The Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of Declarant.

In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Association Property (including, without limitation, the Private Roadways, Sidewalks and all drainage, irrigation and other utility easements, whether located on a Lot or Association Property) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of The Village at Victoria Park and all Improvements therein (collectively, the "Community Approvals") and for Declarant to comply and adhere to the same, and such rights shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all such Community Approvals. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, sidewalks, walls, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all Community Approvals without compensation to the Association or the Owners. The foregoing shall also include the right of Declarant to enter upon the Lot(s) to remove any such items installed by the Owner of such Lot which are not in accordance with the Community Approvals, without compensation to such Owner. The Association is and shall be responsible for complying and causing all Association Property to comply with the Community Approvals, including, without limitation those Community Approvals that may be in the Declarant's name and not yet transferred to the Association. All fees, costs and expenses of complying with the Community Approvals shall be deemed an Operating Expense of the Association. In the event Declarant is unable to: (i) final-out and/or close-out any and all such Community Approvals as a result of Association's failure to timely and/or properly perform any of its operation, maintenance and/or repair obligations pursuant to The Village at Victoria Park Documents, the Community Approvals and/or any other applicable governmental laws, regulations, codes, approvals and/or rules; or (ii) obtain a return of any bond or surety posted by Declarant in connection with the development and construction of The Village at Victoria Park, then Declarant shall have the immediate right, but not the obligation, in its sole discretion, to (a) commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to perform such operation, maintenance and/or repair obligations; and/or (b) take any and all actions necessary, at the Association's sole cost and expense, to comply with and adhere to any such Community Approvals.

The Association hereby agrees to indemnify and reimburse the Declarant (within ten (10) days of receipt of a written invoice from Declarant) for all costs and expenses incurred by Declarant in the event Declarant takes actions in accordance with this Section. The rights granted to Declarant hereunder shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all Community Approvals.

This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in The Village at Victoria Park Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of The Village at Victoria Park Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof, and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF THE VILLAGE AT VICTORIA PARK ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE VILLAGE AT VICTORIA PARK. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE VILLAGE AT VICTORIA PARK, EACH SUCH OWNER, OCCUPANT AND USER, FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS, AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED

NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE VILLAGE AT VICTORIA PARK WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS); (iii) THAT THE OWNER, OCCUPANT AND USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO THE VILLAGE AT VICTORIA PARK WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER, OCCUPANT AND USER EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT (THE "RELEASED PARTIES") FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES (INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE) AS A RESULT OF, ARISING OUT OF OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF THE VILLAGE AT VICTORIA PARK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE VILLAGE AT VICTORIA PARK.

This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by the Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by the Declarant in The Village at Victoria Park Documents may be assigned in writing by the Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to the Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to the Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of the Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of the Declarant under any of The Village at Victoria Park Documents.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

A. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of The Village at Victoria Park; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

B. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of the Lots (unless the Board determines that the amendment to this Declaration effects only a particular Class of Members, in which case such amendment need only be approved by the consent of sixty-seven (67%) percent of the Members of such affected Class); together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners (or where applicable, Members of a particular affected Class) or by the affirmative vote of the required number of Owners (or where applicable, Members of a particular affected Class) at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

C. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Association and/or any Owners.

D. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association, Seacoast National Bank (for so long as its loan is secured by a mortgage on the Property) or of any Institutional Mortgagee under The Village at Victoria Park Documents without the specific written approval of such party affected thereby. Additionally no amendment to this Declaration shall be effective which alters the Class voting of Class directorship without approval of sixty-seven (67%) percent of all voting members of each Class. Finally, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

E. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

F. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

G. Any proposed amendment to the Declaration which would affect the Drainage System (including the water management portions of the Association Property), shall be submitted to the BCEPGMD and any other governmental or quasi-governmental agency having jurisdiction over the Drainage System for a determination of whether the proposed amendment necessitates a modification of the Drainage Permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50) year term or the ten (10) year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and

shall maintain the Association Property and the Common Structural Elements in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, The Village at Victoria Park Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

1. Any condemnation, loss or casualty loss which affects any material portion of the Association Property;
2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
4. Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under The Village at Victoria Park Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by The Village at Victoria Park Documents, the Association shall be required

to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to The Village at Victoria Park Documents;
- (c) the enforcement of the use and occupancy restrictions contained in The Village at Victoria Park Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Notwithstanding the foregoing, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR

INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by the Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by the Declarant in The Village at Victoria Park Documents may be assigned in writing by the Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to the Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to the Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of the Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of the Declarant under any of The Village at Victoria Park Documents.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and the Rules and Regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to The Village at Victoria Park by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of The Village at Victoria Park, as such plan may be hereafter